

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KraussMaffei Technologies GmbH		12/28/2012	LIMITED LIABILITY COMPANY: GERMANY

RECEIVING PARTY DATA	
Name:	RBC Europe Limited
Street Address:	Thames Court
Internal Address:	One Queenhithe
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC4 V3DQ
Entity Type:	Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 19		
Property Type	Number	Word Mark
Registration Number:	2952114	KRAUSS-MAFFEI
Registration Number:	1179845	RIM-STAR
Registration Number:	2157368	MULTINJECT
Registration Number:	2148144	LFI-PUR
Registration Number:	1959871	PENTAMIX
Registration Number:	2277288	DECOFORM
Registration Number:	2728471	PETFORM
Registration Number:	3134576	POLYSET
Registration Number:	2889459	SILCOSET
Registration Number:	2753472	DUROSET
Registration Number:	2581248	COMET
Registration Number:	3211989	KM
Registration Number:	3400441	QUICK SWITCH

CH \$490.00 2952114

Registration Number:	1086228	ULTRA GLAZE
Registration Number:	3118650	MPM
Registration Number:	3033408	
Registration Number:	3219230	MPM
Registration Number:	3334432	MPM
Serial Number:	78517933	

CORRESPONDENCE DATA

Fax Number: 9177777373
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-735-3000
Email: andrew.patrick@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: John Deming, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 217730/2517

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: John Deming

Signature: /John Deming/

Date: 02/27/2013

Total Attachments: 6
source=Bank TM (Technologies)-c.pdf#page1.tif
source=Bank TM (Technologies)-c.pdf#page2.tif
source=Bank TM (Technologies)-c.pdf#page3.tif
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source=Bank TM (Technologies)-c.pdf#page6.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 28, 2012, by KraussMaffei Technologies GmbH (the “Grantor”), in favor of RBC Europe Limited, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain U.S. Security Agreement dated as of December 28, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by KM Germany Holdings GmbH, a limited liability company organized under the laws of Germany, and the other Grantors party thereto in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein have the respective meanings assigned thereto in the Credit Agreement or the Security Agreement, in each case, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including any Loan Guaranty, the Grantor collaterally assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now owned or hereafter acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any jurisdiction thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto;

(b) all goodwill associated therewith;

(c) all rights and remedies against past, present and future infringement, misappropriation or other violation of any of the foregoing; and

(d) all Proceeds and products of any of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to the foregoing.

SECTION 3. The Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Col-

lateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with, or as otherwise required pursuant to, Section 6.12 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the liens on and security interests in the applicable Trademark Collateral under this Trademark Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interests in the applicable Trademark Collateral.

SECTION 5. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; CONSENT TO SERVICE OF PROCESS.

(A) THE TERMS OF SECTIONS 9.09 AND 9.10 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

(B) EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION 6. Waivers; Amendments; Modifications. Neither this Trademark Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement and subject to Section 6.02 of the Security Agreement.

SECTION 7. Notices; Communications. All communications and notices under this Trademark Security Agreement shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 8. Counterparts; Effectiveness. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering to the other party hereto one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart (including portable document format (PDF)) of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantor, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that the Grantor shall not have the right to assign

or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Credit Agreement.

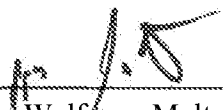
SECTION 9. Limitations on Enforcement. The terms of Section 6.21 of the Security Agreement with respect to limitations on enforcement of security interest are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow.]

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

KRAUSSMAFFEI TECHNOLOGIES GMBH

By: 
Name: Christian Bernert
Title: Managing Director

By: 
Name: Dr. Wolfgang Molter
Title: Authorized Signatory

RBC EUROPE LIMITED, as Collateral Agent

By: 

Name:

Title:

R.J. BELL.

MD.

Trademarks

KraussMaffei Technologies GmbH

Publ.- No./Reg. No.	Country	Status	Prio. Date	Appl. Date	Reg. Date	Expiration Date
2,952,114	U S A	R.		03.04.2001	17.05.2005	17.05.2015
1179845	U S A	R.		05.02.1980	01.12.1981	01.12.2011
2157368	U S A	R.	02.10.1995	02.04.1996	15.05.1998	15.05.2008
2148144	U S A	R.		02.02.1996	31.03.1998	31.03.2008
1959871	U S A	R.	26.04.1994	13.10.1994	05.03.1996	05.03.2016
2,277,288	U S A	R.	24.06.1997	14.11.1997	14.09.1999	14.09.2009
2,728,471	U S A	R.		18.11.1998	24.06.2003	24.06.2013
3,134,576	U S A	R.		30.11.1999	29.08.2006	29.08.2016
2,889,459	U S A	R.	05.11.1999	13.04.2000	28.09.2004	28.09.2014
2,753,472	U S A	R.	16.08.1999	03.01.2000	19.08.2003	19.08.2013
2581248	U S A	R.		15.09.2000	18.06.2002	18.06.2012
3,211,989	U S A	R.	20.03.2001	03.04.2001	27.02.2007	27.02.2017
3,042,046	U S A	R.	30.10.2003	14.02.2004	10.01.2006	10.01.2016
79/005,250	U S A	F+	16.10.2003	27.03.2004		27.03.2014
3,400,441	U S A	R.	16.10.2003	10.03.2006	25.03.2008	25.03.2018
3,068,444	U S A	R.	22.04.2004	15.10.2004	14.03.2006	14.03.2016
3,073,826	U S A	R+	22.04.2004	15.10.2004	28.03.2006	
3,123,825	U S A	R.	11.12.2004	23.02.2005	01.08.2006	01.08.2016
3,763,312	U S A	R.	20.06.2007	21.11.2007	23.03.2010	23.03.2020
3,799,792	U S A	R.	06.09.2007	14.08.2009	08.06.2010	08.06.2020
3,635,612	U S A	R.	20.05.2008	31.10.2008	09.06.2009	09.06.2019
3,750,040	U S A	R.	17.10.2008	25.02.2009	16.02.2010	16.02.2020
3,928,002	U S A	R.	12.03.2010	21.07.2010	08.03.2011	08.03.2021
3,943,176	U S A	R.	02.03.2010	22.06.2010	12.04.2011	
4,123,643	U S A	R.	21.09.2010	01.03.2011	10.04.2012	10.04.2022
1 086 228	U S A	R.	02.02.2011	28.07.2011	13.03.2012	1 086 228
3,763,312	U S A	R.	20.06.2007	21.11.2007	23.03.2010	23.03.2020
3,118,650	U S A	R.		12.03.2003	25.07.2006	25.07.2016
3,033,408	U S A	R.		12.03.2003	27.12.2005	
3,219,230	U S A	R.		12.03.2003	20.03.2007	25.07.2016
3,334,432	U S A	R.	17.07.2004	16.11.2004	13.11.2007	13.11.2017
78/517,933	U S A	R+	16.07.2004	16.11.2004	11.12.2007	
995967	U S A	R.	25.04.2008	18.08.2008	14.09.2010	18.08.2018
Pending- Application number 79118305	U S A			17.07.2012		
Pending- Application number 79118306	U S A			17.07.2012		