

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 Berstorff GmbH |          | 12/28/2012     | LIMITED LIABILITY COMPANY: GERMANY |

**RECEIVING PARTY DATA**

|                   |                                  |
|-------------------|----------------------------------|
| Name:             | Deutsche Trustee Company Limited |
| Street Address:   | 1 Great Winchester Street        |
| Internal Address: | Winchester House                 |
| City:             | London                           |
| State/Country:    | UNITED KINGDOM                   |
| Postal Code:      | EC2N 2DB                         |
| Entity Type:      | Limited Company: UNITED KINGDOM  |

**PROPERTY NUMBERS Total: 5**

| Property Type        | Number  | Word Mark      |
|----------------------|---------|----------------|
| Registration Number: | 2488656 | BERSTORFF      |
| Registration Number: | 881656  | BERSTORFF      |
| Registration Number: | 1058236 | BERSTORFF      |
| Registration Number: | 2932327 | SCREWCON       |
| Registration Number: | 2407965 | PLANETCALANDER |

**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.

CH \$140.00 2488656

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

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## **TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of December 28, 2012, by KraussMaffei Berstorff GmbH (the “Grantor”), in favor of Deutsche Trustee Company Limited, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Notes 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 19, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by KM US Holdings II, Inc., a Delaware corporation, and the other Grantors party thereto in favor of the Notes Collateral Agent, pursuant to which the Grantor is required to execute and deliver to the Notes Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, 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 Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Indenture or the Security Agreement and used herein have the respective meanings assigned thereto in the Indenture 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 Note Guarantees, the Grantor collaterally assigns and pledges to the Notes Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Notes 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 Notes Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms

that the rights and remedies of the Notes 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 Notes 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 Notes 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 Notes 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 12.09 AND 12.16 OF THE INDENTURE 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 Notes 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 Article 9 of the Indenture 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 Notes Collateral Agent and a counterpart hereof shall have been executed on behalf of the Notes Collateral Agent, and thereafter shall be binding upon the Grantor and the Notes Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantor, the Notes Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that the Grantor shall

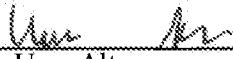
not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Indenture.

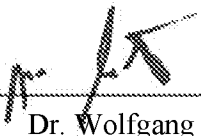
SECTION 9. Limitations on Enforcement. The terms of Section 13 of the Security Agreement Supplement with respect to limitations on enforcement of security interest are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow.]

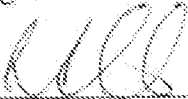
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first written above.

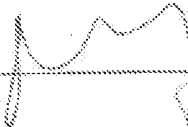
**KRAUSSMAFFEI BERSTORFF GMBH**

By:   
Name: Uwe Altena  
Title: Managing Director

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

**DEUTSCHE TRUSTEE COMPANY LIMITED,**  
as Notes Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: Robert Bobb  
Associate Director

By:   
Name: \_\_\_\_\_  
Title: Nick Rogovin  
Associate Director

## Trademarks

**KraussMaffei Berstorff GmbH**

| <b>Publ.-<br/>No./Reg.<br/>No.</b> | <b>Country</b> | <b>Status</b> | <b>Prio. Date</b> | <b>Appl.<br/>Date</b> | <b>Reg. Date</b> | <b>Expiration<br/>Date</b> |
|------------------------------------|----------------|---------------|-------------------|-----------------------|------------------|----------------------------|
| 3,015,732                          | U S A          | R.            | 28.06.1996        | 21.11.2003            | 15.11.2005       |                            |
| 2488656                            | U S A          | R.            |                   | 06.07.1999            | 11.09.2001       | 11.09.2011                 |
| 0881656                            | U S A          | R.            |                   | 18.01.1968            | 02.12.1969       | 02.12.2009                 |
| 1,058,236                          | U S A          | R.            |                   | 07.04.1975            | 08.02.1977       | 08.02.2007                 |
| 2,932,327                          | U S A          | R.            | 05.06.2002        | 15.11.2002            | 15.03.2005       | 15.03.2015                 |
| 2407965                            | U S A          | R.            | 22.11.1999        | 19.04.1999            | 28.11.2000       | 28.11.2010                 |
| 3,763,312                          | U S A          | R.            | 20.06.2007        | 21.11.2007            | 23.03.2010       | 23.03.2020                 |
| 1 110 816                          | U S A          | R.            | 20.10.2011        | 20.02.2012            | 20.02.2012       |                            |
| 3,763,312                          | U S A          | R.            | 20.06.2007        | 21.11.2007            | 23.03.2010       | 23.03.2020                 |