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
Atlas Die, LLC		07/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
Bernal, LLC		07/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
AD Holdings of Delaware, LLC		07/02/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Administrative Agent: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1540133	BERNAL
Registration Number:	3566009	FUSION
Registration Number:	1576037	RP
Serial Number:	76450116	SPEEDBAR
Serial Number:	85768024	SHEET GLIDER
Serial Number:	85767979	SHEET RIDER
Serial Number:	74694630	POSI-FIT
Serial Number:	75777060	NEVERDIE DIE

CH $215.00 1540133

CORRESPONDENCE DATA

Fax Number: 3126095005

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone:	312-609-7804
Email:	ccasey@vedderprice.com
Correspondent Name:	Christine Casey
Address Line 1:	222 N. LaSalle Street, 25th Floor
Address Line 2:	c/o Vedder Price P.C.
Address Line 4:	Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180.00.0072
NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	07/03/2013

Total Attachments: 8
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 2nd day of July, 2013 by (i) Atlas Die, LLC, a Delaware limited liability company ("Atlas Die"), and (ii) immediately following the consummation of the Related Transaction, Bernal, LLC, a Delaware limited liability company ("Bernal"; together with Atlas Die, individually and collectively referred to herein as the "Company") and AD Holdings of Delaware, LLC, a Delaware limited liability company ("Holdings"; and together with Company, individually and collectively, the "Grantors") in favor of The PrivateBank and Trust Company, as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Company and/or its affiliates have entered into a certain Credit Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantors by the Lenders; and

WHEREAS, each Grantor has entered into a certain Guaranty and Collateral Agreement dated as of even date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which each Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Guaranty and Collateral Agreement), to secure the payment of all amounts owing by each Grantor under the Credit Agreement and the Guaranty and Collateral 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 Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by such Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which such Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

(Signature Page Follows)

(Signature Page to Patent and Trademark Security Agreement)

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

GRANTORS:

AD HOLDINGS OF DELAWARE, LLC,
a Delaware limited liability company

By:_____
Jason S. Van Zant
Vice President

ATLAS DIE, LLC, a Delaware limited liability company

By:_____
Jason S. Van Zant
Vice President

BERNAL, LLC, a Delaware limited liability company

By:_____
Jason S. Van Zant
Vice President

intending and confirming by this signature to join this Agreement as "Company" and "Grantor" immediately upon the consummation of the Related Transaction

(Signature Page to Patent and Trademark Security Agreement)

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY, as Administrative Agent

By: Jennifer Dakoske
Jennifer Dakoske
Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Atlas Die, LLC	"SPEEDBAR"	76450116	274805	09/16/2002	08/05/2003
Atlas Die, LLC	"SHEET GLIDER"	85768024	Pending	10/31/2012	Pending
Atlas Die, LLC	"SHEET RIDER"	85767979	Pending	10/31/2012	Pending
Atlas Die, LLC	"POSI-FIT"	74694630	1,979,693	4/24/1995	06/11/1996
Atlas Die, LLC	"Never Die Die"	75777060	2,395,517	8/12/1999	10/17/2000
Bernal, LLC	"BERNAL" (Canada)	604874	371651	4/14/1988	8/10/1990
Bernal, LLC	"BERNAL" (Community Trademark)	203422	203422	4/1/1996	3/15/1999
Bernal, LLC	"BERNAL" (Great Britain)	1340637	B1340637	3/4/1988	1/4/1991
Bernal, LLC	"BERNAL" (Japan)	63-93397	2670541	8/12/1988	5/31/1994
Bernal, LLC	"BERNAL" (United States)	714,801	1,540,133	3/4/1988	5/23/1989
Bernal, LLC	"FUSION" (United States)	78/893,654	3,566,009	5/26/2006	1/20/2009
Bernal, LLC	"RP" (Canada)	622590	376077	1/5/1989	11/23/1990
Bernal, LLC	"RP" (Community Trademark)	203430	203430	4/1/1996	3/8/1999
Bernal, LLC	"RP" (United States)	73/768,622	1,576,037	12/12/1988	1/9/1990

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

Grantor	Title	Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application
Atlas Die, LLC	Method and Apparatus For Adjusting the Position of a Cutting Plate	5,730,039 - US	08/725,550	03/24/1998	10/03/1996
Atlas Die, LLC	Die Rule Retention Device and Retaining Board Incorporating Same	6,779,426 - US	09/745,016	08/24/2004	12/21/2000
Atlas Die, LLC	Folding Presser Assembly	6,659,927- US	09/845,677	12/09/2003	04/30/2001
Atlas Die, LLC	Folding Presser Assembly	6,692,425 - US	10/054,127	02/17/2004	10/22/2001
Atlas Die, LLC	Folding Plunger Assembly for Blanking System	6,792,840 – US	10/132,649	09/21/2004	04/25/2002
Atlas Die, LLC	Lifting Device for Stripping and Blanking Operations	8,061,247 - US	11/901,096	11/22/2011	09/14/2007
Atlas Die, LLC	Lifting Device for Stripping and Blanking Operations	2,602,887 – Canada	60/927,267	07/13/2010	09/14/2007
Atlas Die, LLC	Lifting Device for Stripping and Blanking Operations	8,266,993 - US	13/155,550	9/18/2012	06/08/2011
Atlas Die, LLC	Sheet Lifting Device	Pending	13/234,267	Pending	03/16/2011
Atlas Die, LLC	Device for Stripping and Blanking Operations	Pending – Published as US 2012/0204694 A1	13/451,201	Pending	04/19/2012

Atlas Die, LLC	Lifting Device for Stripping and Blanking Operations	7,866,718 - US	11/901,177	01/11/2011	09/14/2007
Atlas Die, LLC	Laser Alignment Device Comprising Plunger	7,793,587 - US	12/157,109	09/14/2010	06/06/2008
Atlas Die, LLC	Paper Pushing Device	8,127,649	12/426,699	03/06/2012	04/20/2009
Atlas Die, LLC	Die Lock For Die Retaining Board	Pending – Published as US 2011/0174131 A1	13/008,934	Pending	01/19/2011
Atlas Die, LLC	Paper Pushing Device	Paper Pushing Device	12/827,620	Pending	06/30/2010
Atlas Die, LLC	Lightweight Dimensionally Stable Steel Rule Die	5,943,935 - US	08/808463	08/31/1999	03/03/1997
Atlas Die, LLC	Method and Apparatus for Scrap Removal From Rotary Dies	6,681,666 – US	10/034441	01/27/2004	12/27/2001
Atlas Die, LLC	Device for Removing Knockouts, Such as Scrap, From a Sheet of Material Containing Blanks or Si	5,443,195 - US	08/129981	08/22/1995	09/30/1993
Bernal, LLC	Cutting Die and Method of Forming	2245864 - Canada	N/A	3/29/2005	2/14/1997
Bernal, LLC	Cutting Die and Method of Forming	ZL97193102.X - China	N/A	9/19/2001	2/14/1997
Bernal, LLC	Cutting Die and Method of Forming	0880423 - Italy	N/A	11/28/2001	2/14/1997

Bernal, LLC	Cutting Die and Method of Forming	69708604.6 - Germany	N/A	11/28/2001	2/14/1997
Bernal, LLC	Rotary Die Laser Machining and Hardening Apparatus and Method	6,178,852 - United States	N/A	1/30/2001	11/25/1998
Bernal, LLC	Cutting Die and Method of Forming	7,827,883 B1 - United States	N/A	11/9/2010	9/25/1998