## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Chassix, Inc.		07/23/2013	CORPORATION: DELAWARE
DMI Edon LLC		107/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
Concord International, Inc.		07/23/2013	CORPORATION: DELAWARE
Alutech, LLC		107/23/2013	LIMITED LIABILITY COMPANY: MICHIGAN
Diversified Machine, Milwaukee LLC		107/23/2013	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent	
Street Address:	1349 W. Peachtree Street, NW, Suite 1050	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30309	
Entity Type: Association: UNITED STATES		

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3276004	PCPC
Registration Number:	3060849	DYNATURN
Serial Number:	85422217	ALUTECH
Serial Number:	85502145	ALUTECH
Serial Number:	85422466	SMW AUTOMOTIVE
Serial Number:	85945253	CHASSIX
Serial Number:	85946638	CHASSIX
Serial Number:	85945295	CHASSIX AUTOMOTIVE
Serial Number:	85945314	CHASSIX METALCRAFT

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#### **CORRESPONDENCE DATA**

Fax Number:

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

via US Mail.

Phone: 212-701-3744

Email: david.adams@thomsonreuters.com
Correspondent Name: Zafoon Siddiqi, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Zafoon Siddiqi	
Signature:	/David Adams TR/	
Date:	07/24/2013	

#### Total Attachments: 7

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# **Trademark Security Agreement**

**Trademark Security Agreement**, dated as of July 23, 2013, by Chassix, Inc., DMI Edon LLC, Concord International, Inc., Alutech, LLC and Diversified Machine, Milwaukee LLC (individually, a "Pledgor", and, collectively, the "<u>Pledgors</u>"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "<u>Collateral Agent</u>").

### WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver 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 Indenture, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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. <u>Termination</u>. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. 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 one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DMI EDON LLC

Name: Mary Ana

Title: Vice President

CONCORDUNTERNATIONAL, INC.

Title: Vice President

ALUTECH, LL

Name: Mary Ann Sigler

Title: Vice President

CHASSIX, INC

Name: Mary Ann Sigler

Title: Vice President

DIVERSIFIED MACHINE, MILWAUKEE LLC

Name: Mary Ann Sigler

Title: Vice President

[Trademark Security Agreement]

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Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,

as Collateral Agent

Name: Muriel Shaw

Title: Assistant Vice President

[Trademark Security Agreement]

# **SCHEDULE I**

to

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

**Federal Registrations:** 

Owner		Registration Date	Registration No.
Alutech, LLC	PCPC	August 7, 2007	3,276,004
DMI Edon LLC	DYNATURN	February 21, 2006	3,060,849

# **Federal Applications:**

**RECORDED: 07/24/2013** 

Owner	Trademark	Application Date	App. No.
Concord International, Inc.	ALUTECH	September 14, 2011 1(b) status/ITU	85/422,217
Concord International, Inc.	ALUTECH & Design	December 22, 2011 1(b) status/ITU	85/502,145
Concord International, Inc.	SMW AUTOMOTIVE & Design	September 14, 2011 1(b) status/ITU	85/422,466
Chassix, Inc.	CHASSIX	May 29, 2013 1(b) status/ITU	85/945,253
Chassix, Inc.	CHASSIX & Design	May 30, 2013 1(b) status/ITU	85/946,638
Chassix, Inc.	CHASSIX AUTOMOTIVE & Design  Chassix	May 29, 2013 1(b) status/ITU	85/945,295
Chassix, Inc.	CHASSIX METALCRAFT & Design  Chassix	May 29, 2013 1(b) status/ITU	85/945,314