

## 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
	MB PRECISION COMPANY		01/23/2014	CORPORATION: DELAWARE
	MID STATE MACHINE PRODUCTS		01/23/2014	CORPORATION: MAINE
RECEIVING PARTY DATA				
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION			
Street Address:	50 SOUTH SIXTH STREET			
Internal Address:	SUITE 1290			
City:	MINNEAPOLIS			
State/Country:	MINNESOTA			
Postal Code:	55402			
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Serial Number:	85970159	COMPLEX COMPONENTS PRECISE SOLUTIONS	
	Registration Number:	1268864	THE MID-STATE TOMBSTONE	
CORRESPONDENCE DATA				
Fax Number:	7045032622			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704 503 2600			
Email:	vbantug@kslaw.com,cmhudson@kslaw.com			
Correspondent Name:	King & Spalding			
Address Line 1:	100 N Tryon Street			
Address Line 2:	Suite 3900			
Address Line 4:	Charlotte, NORTH CAROLINA 28202			
ATTORNEY DOCKET NUMBER:	18876.015019			

OP \$65.00 85970159

NAME OF SUBMITTER:	Vicky R. Bantug
Signature:	/Vicky R. Bantug/
Date:	01/24/2014
<b>Total Attachments: 5</b> source=Mid State Trademark and Security Agreement#page1.tif source=Mid State Trademark and Security Agreement#page2.tif source=Mid State Trademark and Security Agreement#page3.tif source=Mid State Trademark and Security Agreement#page4.tif source=Mid State Trademark and Security Agreement#page5.tif	

GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of January 23, 2014, by MB PRECISION COMPANY, a Delaware corporation AND MID STATE MACHINE PRODUCTS, a Maine corporation (each a "Grantor" and collectively the "Grantors"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated January 23, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be

equally effective as delivery of an original executed counterpart.

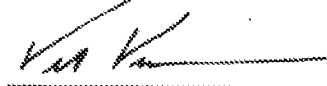
This Trademark Security Agreement and any claim, controversy or dispute arising under, or related to, this Trademark Security Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

*[Remainder of page intentionally left blank]*


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

**GRANTORS**

**MID STATE MACHINE  
PRODUCTS**

By:   
Name: Victor L. Vescovo  
Title: Managing Director

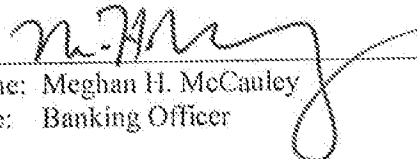
**MB PRECISION COMPANY**

By:   
Name: Warren Bonham  
Title: Executive Director

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent


By:   
Name: Meghan H. McCauley  
Title: Banking Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005200 FRAME: 0030**

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<u>Grantor</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
MB Precision Company	COMPLEX COMPONENTS PRECISE SOLUTIONS	85/970,159	N/A
Mid State Machine Products	 MID-STATE TOMBSTONE	73/287,579	1,268,864