

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
AddisonMcKee, Inc.		03/04/2014	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	FirstMerit Bank, N.A.
Street Address:	106 S. Main Street
Internal Address:	2nd Floor
City:	Akron
State/Country:	OHIO
Postal Code:	44308
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4382397	ADDISONMCKEE
Registration Number:	3089554	EAGLE

CORRESPONDENCE DATA

Fax Number: 2025339099
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-467-8800
 Email: jspiantanida@vorys.com, dharcher@vorys.com
 Correspondent Name: VORYS, SATER, SEYMOUR AND PEASE LLP
 Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS
 Address Line 2: ATTN: TANYA MARIE CURCIO
 Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	068011-3/1707/ADDISONTM
NAME OF SUBMITTER:	Julie S. Piantanida

Signature:	/julie piantanida/
Date:	03/06/2014
<p>Total Attachments: 25</p> <p>source=Executed Trademark Security Agreement_1#page1.tif source=Executed Trademark Security Agreement_1#page2.tif source=Executed Trademark Security Agreement_1#page3.tif source=Executed Trademark Security Agreement_1#page4.tif source=Executed Trademark Security Agreement_1#page5.tif source=Executed Trademark Security Agreement_1#page6.tif source=Executed Trademark Security Agreement_1#page7.tif source=Executed Trademark Security Agreement_1#page8.tif source=Executed Trademark Security Agreement_1#page9.tif source=Executed Trademark Security Agreement_1#page10.tif source=Executed Trademark Security Agreement_1#page11.tif source=Executed Trademark Security Agreement_1#page12.tif source=Executed Trademark Security Agreement_1#page13.tif source=Executed Trademark Security Agreement_1#page14.tif source=Executed Trademark Security Agreement_1#page15.tif source=Executed Trademark Security Agreement_1#page16.tif source=Executed Trademark Security Agreement_1#page17.tif source=Executed Trademark Security Agreement_1#page18.tif source=Executed Trademark Security Agreement_1#page19.tif source=Executed Trademark Security Agreement_1#page20.tif source=Executed Trademark Security Agreement_1#page21.tif source=Executed Trademark Security Agreement_1#page22.tif source=Executed Trademark Security Agreement_1#page23.tif source=Executed Trademark Security Agreement_1#page24.tif source=Executed Trademark Security Agreement_1#page25.tif</p>	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 4, 2014 ("Effective Date"), by and among **ADDISONMCKEE, INC.**, an Ohio corporation ("AddisonMcKee"), **EATON LEONARD ROBOLIX, INC.**, a California corporation ("ELR" and together with AddisonMcKee, each a "Debtor" and collectively "Debtors"), and **FIRSTMERIT BANK, N.A.**, a national banking association ("Secured Party"), is as follows:

1. DEFINITIONS.

1.1 Credit Agreement. Any capitalized term used but not defined in this Agreement shall have the meaning ascribed thereto in the Credit Agreement (as defined below).

1.2 Defined Terms. In addition to the other terms defined herein, whenever the following capitalized terms (whether or not underscored) are used, they shall be defined as follows:

"Borrowers" means Debtors, ADMC Holding LLC, AddisonMcKee Canada ULC, and each other Person from time to time a "Borrower" under the Credit Agreement.

"Credit Agreement" means that certain Credit and Security Agreement dated as of January 24, 2013 by and among the Borrowers and Secured Party, as amended by that certain First Amendment to Credit and Security Agreement dated as of September 13, 2013 and that certain Waiver and Second Amendment to Credit and Security Agreement dated as of the Effective Date, as the same may be further amended, modified or supplemented from time to time.

"Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

"Secured Obligations" means, (i) all Obligations, and (ii) all other liabilities, obligations and indebtedness of each Debtor hereunder and under the other Loan Documents.

"Trademark Collateral" has the meaning given in Section 2.

"Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time.

1.3 Other Definitional Provisions; Construction. Unless otherwise specified,

(i) As used in this Agreement, accounting terms relating to each Debtor not defined in this Agreement have the respective meanings given to them in accordance with GAAP.

(ii) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All Exhibits and Schedules attached to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes.

(iii) "Hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by each Debtor is to be taken promptly, unless the context clearly indicates the contrary.

(iv) All of the uncapitalized terms contained in this Agreement which are now or hereafter defined under the Ohio UCC will, unless the context indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC.

2. GRANT OF SECURITY; SECURED OBLIGATIONS. As security for the full, prompt and complete payment and performance in full of the Secured Obligations, each Debtor hereby grants to, and creates in favor of, Secured Party a continuing security interest in, and Lien on all of such Debtor's right, title and interest in, to and under the following property, in each case whether now owned or existing or hereafter acquired or arising or in which such Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Trademark Collateral"): (i) all of such Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (i) being collectively, the "Trademarks"); (ii) all renewals of each of the Trademarks; (iii) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (iv) all rights to sue for past, present and future infringements of any and all of the Trademarks; (v) all rights corresponding to any and all of the Trademarks throughout the world; (vi) all rights of such Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark registrations and applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 3) (such Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); (vii) together in each case with the goodwill of such Debtor's business connected with the use of, and symbolized by, the foregoing; and (viii) all cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, any Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. LICENSES.

3.1 Trademark Licenses. Except for licenses attendant to products and services provided by each Debtor in the ordinary course of business consistent with past custom and practice, each Debtor expressly represents, warrants, covenants and agrees that such Debtor shall not license, as licensor, any Trademarks (a "Trademark License") without the prior written consent of Secured Party, which consent may not be unreasonably withheld, unless (i) such Trademark License is reasonably necessary or appropriate in the ordinary course of such Debtor's business and (ii) no Event of Default has occurred and is continuing. Each such Trademark License so granted shall be subject to the terms and conditions of this Agreement.

4. REPRESENTATIONS AND WARRANTIES. To induce Secured Party to continue to make the Loans and other Advances pursuant to the Loan Documents, each Debtor represents to Secured Party that the following statements are as of the Effective Date and as of the date that each representation and warranty set forth in the Credit Agreement is required to be, or is deemed to be, remade pursuant thereto, true:

4.1 Title. Such Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or

otherwise has the right to grant a security interest in the Trademark Collateral, free from any Lien or license except (i) for the security interests hereby granted or as otherwise disclosed on Schedule I, (ii) to the extent, if any, of Permitted Encumbrances, and (iii) to the extent of any license expressly permitted by this Agreement. Such Debtor has full right to grant the security interest hereby granted.

4.2 List of Trademarks. Set forth on Schedule I is a complete and accurate list of all Trademarks and applications for Trademarks and Trademark License Rights owned by such Debtor or in which such Debtor has any rights.

4.3 Validity of Trademarks. Except as otherwise set forth on Schedule I, (i) each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to such Debtor's knowledge, each application for any Trademark is valid, registered or registrable and enforceable, and (ii) each application for any Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to such Debtor's knowledge, each application for any Trademark is valid, registered or registrable and enforceable. Such Debtor does not have any knowledge of any prior uses of any item of the Trademark Collateral which would reasonably be expected to lead to such item becoming invalid or unenforceable, including known prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

4.4 Licenses, etc. Such Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as disclosed on Schedule I or except as expressly permitted under Section 3.1.

4.5 Statutory Notice. To such Debtor's knowledge, reasonable and proper statutory notice has been used in all material respects in connection with the use of each registered trademark and service mark of such Debtor.

4.6 Full Force and Effect. To such Debtor's knowledge, the Trademark License Rights are in full force and effect. Such Debtor is not in default under any of the Trademark License Rights and, to such Debtor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by such Debtor under the Trademark License Rights.

4.7 Filings. Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Body is currently or is reasonably expected to be required either: (i) for the grant by such Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by such Debtor or (ii) for the perfection of or the exercise by Secured Party's rights and remedies hereunder.

5. COVENANTS OF DEBTORS. Until the Facility Termination Date and this Agreement is terminated, each Debtor will:

5.1 List of Trademark Collateral. Furnish to Secured Party upon Secured Party's request a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral.

5.2 Notice of new Trademark Collateral. Should such Debtor obtain an ownership interest in any Trademark License Rights or Trademarks and applications for Trademarks (or any registered Trademarks and applications for Trademarks registered in any other country or any political subdivision of that country), which is not now identified on Schedule I, (i) such Debtor will give prompt written notice to Secured Party, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. Such Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 5.2.

5.3 Maintenance of Trademark Collateral. To the extent that such Debtor determines in its reasonable discretion that it is in such Debtor's best interest to do so, such Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, such Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which such Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne solely by such Debtor. Such Debtor shall not (i) abandon any registration of or any item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of such Debtor's business, as determined by such Debtor in its reasonable discretion.

5.4 Notification of Material Adverse Effects. Notify Secured Party immediately in writing (i) of any information which such Debtor has received or is otherwise known to such Debtor, which could materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto and (ii) when such Debtor has knowledge (a) that any item of the Trademark Collateral may become abandoned or dedicated; (b) of any adverse written determination by a court or other Governmental Body (including the institution of any proceeding in the United States Patent and Trademark Office or any other United States or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral material to its business; or (c) that such Debtor is or potentially could be in default of any of the Trademark License Rights. Such Debtor will promptly notify Secured Party should such Debtor become aware that any of the Trademark Collateral is infringed or misappropriated by any Person, and will, to the extent that such Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in such Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other commercially reasonable actions to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne solely by such Debtor.

5.5 Dispositions; Liens. Except as permitted hereunder or under the Credit Agreement, will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for Permitted Encumbrances or as may otherwise be disclosed on Schedule I; or (iii) take any other action in connection with any of the items of Trademark Collateral that could

reasonably be expected to impair the value of the interests or rights of such Debtor or Secured Party in, to or under such Trademark Collateral.

5.6 Statutory Notice. Will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark in its business.

5.7 Expenses. Without limiting the provisions of Section 15.9 of the Credit Agreement, will pay all expenses and attorneys' fees incurred by Secured Party in the exercise (including enforcement) of any rights or remedies under this Agreement or applicable law; and such Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Collateral.

6. POWER OF ATTORNEY. Each Debtor hereby makes, constitutes and appoints Secured Party its true and lawful attorney in fact: (i) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (ii) to record the security interest in any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable Governmental Body), and (iii) upon the occurrence and during the continuance of an Event of Default: (a) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the maintenance, protection, and collection of any of the Trademark Collateral, (b) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Body) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (c) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the termination of this Agreement in accordance with Section 8 of this Agreement.

7. DEFAULT.

7.1 Remedies. Upon the occurrence and at any time during the continuance of an Event of Default, Secured Party may at Secured Party's option and without further notice to any Debtor, resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Body) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring each Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, the proceeds of which may be applied against the Secured Obligations in such order and method of application as may be elected by Secured Party in accordance with the Credit Agreement, and the Debtors will be credited with the net proceeds of any such sale, and after payment in full of the Obligations, only when they are actually received by Secured Party, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to a Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, (a) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (b) each Debtor will supply to Secured Party or its designee such Debtor's (I) know-how and expertise relating to the manufacture and sale of products or the provision of

services relating to any Trademark Collateral subject to such disposition and (II) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

7.2 Cumulative Remedies. If an Event of Default occurs and is continuing, Secured Party may, without notice to any Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and/or continue the operation of the business of each Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all reasonable expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Secured Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated. No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce their rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of their rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

7.3 Waivers. Each Debtor acknowledges and agrees that Secured Party shall have no obligation to, and such Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Secured Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

8. TERM. This Agreement will terminate ("Termination") on the later to occur of: (i) the full performance, payment in cash and satisfaction of the Secured Obligations and (ii) the termination of the Credit Agreement. Upon such Termination, Secured Party will, promptly upon Debtor's request and at Debtor's expense, execute and deliver to Debtor a release of the Lien granted to Secured Party hereunder on the Trademark Collateral or similar instrument of re-conveyance prepared by Secured Party and reasonably acceptable to Debtor.

9. INDEMNIFICATION. In accordance with Section 15.5 of the Credit Agreement, each Debtor will, among other things, indemnify and hold Secured Party and each Secured Party's directors, Affiliates, and agents harmless from and against any and all claims, losses, obligations and liabilities arising out of or resulting from any or all of (i) this Agreement and (ii) the transactions contemplated by this Agreement (including enforcement of this Agreement).

10. NOTICE. Any notice, certificate, request, notification and other communication required, permitted or contemplated hereunder must be in writing and given in accordance with the Credit Agreement.

11. GENERAL PROVISIONS.

11.1 Severability. If any term of this Agreement is found invalid under Ohio law or other laws of mandatory application by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining terms of this Agreement.

11.2 GOVERNING LAW. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO (WITHOUT REFERENCE TO OHIO CONFLICTS OF LAW PRINCIPLES).

11.3 CHOICE OF FORUM. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR SECURED PARTY TO CONTINUE TO EXTEND CREDIT TO BORROWERS (OR ANY ONE OF THEM), EACH DEBTOR AND SECURED PARTY AGREE THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE, AND WITHOUT LIMITATION ON THE ABILITY OF SECURED PARTY, AND ITS SUCCESSORS AND ASSIGNS, TO EXERCISE ALL RIGHTS AS TO THE TRADEMARK COLLATERAL AND TO INITIATE AND PROSECUTE IN ANY APPLICABLE JURISDICTION ACTIONS RELATED TO REPAYMENT AND COLLECTION OF THE SECURED OBLIGATIONS, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS IN THE COUNTY OF SUMMIT, STATE OF OHIO. EACH DEBTOR AND SECURED PARTY CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED IN THE COUNTY OF SUMMIT, STATE OF OHIO HAVING JURISDICTION OVER THE SUBJECT MATTER, AND EACH CONSENTS THAT ALL SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL DIRECTED TO EACH DEBTOR AND SECURED PARTY AT THEIR RESPECTIVE ADDRESSES SET FORTH IN SECTION 15.6 OF THE CREDIT AGREEMENT OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF OHIO. EACH DEBTOR AND SECURED PARTY WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER, AND CONSENT TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

11.4 Survival and Continuation of Representations and Warranties. All of each Debtor's representations and warranties contained in, or incorporated by reference in, this Agreement shall be true and correct as of the date of this Agreement and as of the date that each representation and warranty set forth in the Credit Agreement is required to be, or is deemed to be, remade pursuant thereto, true.

11.5 Secured Party's Additional Rights Regarding Collateral. All of the Secured Obligations shall constitute one obligation secured by all of the Trademark Collateral. In addition to Secured Party's other rights and remedies under the Loan Documents, Secured Party may, following the occurrence and during the continuance of any Event of Default: (i) exchange, enforce, waive or release any of the Trademark Collateral or portion thereof, (ii) apply the proceeds of the Trademark Collateral against the Secured Obligations and direct the order or manner of the liquidation thereof (including any sale or other disposition) in accordance with the Credit Agreement and the other Loan Documents, and (iii) settle, compromise, collect or otherwise liquidate any such security in accordance with the Credit Agreement and the other Loan Documents without affecting or impairing its right to take any other further action with respect to any security or any part thereof.

11.6 Application of Payments; Revival of Obligations. Secured Party shall have the continuing right to apply or reverse and reapply any payments to any portion of the Secured Obligations in accordance with the Credit Agreement. To the extent any payment or payments is made to Secured Party or Secured Party receives any payment or proceeds of the Trademark Collateral or any other security for application to the Secured Obligations, which payment(s) or proceeds or any part thereof are subsequently voided, invalidated, declared to be fraudulent or preferential, set aside or required to be

repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then, to the extent of such payment(s) or proceeds received, the Secured Obligations or part thereof intended to be satisfied shall be revived and shall continue in full force and effect, as if such payment(s) or proceeds had not been received by Secured Party.

11.7 Additional Waivers by Debtor. Each Debtor waives presentment and protest of any instrument and notice thereof, and, except as expressly provided in the Loan Documents, demand, notice of default and all other notices to which such Debtor might otherwise be entitled. Each Debtor shall not assert any claim against Secured Party under any theory of liability for consequential, special, indirect or punitive damages.

11.8 Equitable Relief. Each Debtor recognizes that, in the event such Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy of law may prove to be inadequate relief to Secured Party; therefore, such Debtor agrees that Secured Party, if Secured Party so request, shall be entitled to seek temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

11.9 Entire Agreement; Amendments; Counterparts; Electronic Signatures. This Agreement and the other Loan Documents set forth the entire agreement of the parties with respect to subject matter of this Agreement and supersede all previous understandings, written or oral, in respect thereof. Any request from time to time by any Debtor for Secured Party's amendment, modification or waiver of any provision in this Agreement must be in writing. The terms of this Agreement may be amended, waived or modified only by an instrument in writing duly executed by each Debtor and Secured Party. Secured Party will have no obligation to provide any amendment, modification or waiver of, or under this Agreement, requested by any Debtor, and Secured Party may, for any reason, elect to withhold consent to the requested amendment, modification or waiver. Any such amendment, waiver or modification shall be binding upon Secured Party, each holder of the Secured Obligations, and each Debtor. Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. Any documents delivered by, or on behalf of, any Debtor by fax transmission or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each of the parties hereto as if the document were a manually signed original and (ii) will be binding on each of the parties hereto for all purposes of the Loan Documents.

11.10 Headings. Section headings in this Agreement are included for convenience of reference only and shall not relate to the interpretation or construction of this Agreement. Any and all references in this Agreement to any other document or documents will be references to that other document or documents as they may, from time to time, be modified, amended, renewed, consolidated, extended or replaced.

11.11 Cumulative Remedies. The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy.

11.12 No Deemed Waiver. Failure by Secured Party to exercise any right, remedy or option under this Agreement or in any Loan Documents or delay by Secured Party in exercising the same shall not operate as a waiver by Secured Party of its right to exercise any such right, remedy or option.

11.13 Recourse to Directors or Officers. The obligations of Secured Party under this Agreement are solely the corporate obligations of Secured Party. No recourse shall be had for any

obligation or claim arising out of or based upon this Agreement against any stockholder, employee, officer, or director of any of Secured Party.

11.14 Successors and Assigns. Secured Party shall have the right to assign this Agreement and the other Loan Documents in accordance with the terms of the Credit Agreement. Each Debtor agrees that it may not assign, transfer or otherwise dispose of any of its rights or obligations hereunder, by operation of law or otherwise, and any such assignment, transfer or other disposition without Secured Party's written consent shall be void. All of the rights, privileges, remedies and options given to Secured Party under the Loan Documents shall inure to the benefit of the successors and assigns of Secured Party, and all the terms, conditions, covenants, provisions and warranties herein shall inure to the benefit of and bind the permitted successors and assigns of each Debtor and Secured Party, respectively.

11.15 Conflict. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment, providing Secured Party with greater rights, remedies, powers, privileges, or benefits will control.

11.16 WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR SECURED PARTY TO CONTINUE TO EXTEND CREDIT TO BORROWERS (OR ANY ONE OF THEM), EACH DEBTOR AND SECURED PARTY WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT OR THE CONDUCT OF THE RELATIONSHIP BETWEEN OR AMONG SECURED PARTY AND EACH DEBTOR.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and each Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

DEBTORS:

ADDISON MCKEE, INC.

By: 

Name: _____

Its: Vice President

EATON LEONARD ROBOLIX, INC

By: 

Name: _____

Its: Director

Accepted as of the Effective Date

FIRSTMERIT BANK, N.A., as Secured Party

By: _____

Julie Kline, Vice President

IN WITNESS WHEREOF, Secured Party and each Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

DEBTORS:

ADDISONMCKEE, INC.

By: _____

Name: _____

Its: _____

EATON LEONARD ROBOLIX, INC.

By: _____

Name: _____

Its: _____

Accepted as of the Effective Date

FIRSTMERIT BANK, N.A., as Secured Party

By: Julie Kline
Julie Kline, Vice President

SCHEDULE I
TRADEMARKS AND LICENSES

See attached.

SCHEDULE 1

to

Trademark Security Agreement

dated March 4, 2014



AddisonMckee Inc.
TRADEMARK PORTFOLIO STATUS CHART

Last Update: February 28, 2014

MARK	COUNTRY	APP. or REG. NO. and DATE	OWNER	GOODS/SERVICES	STATUS	UPCOMING DEADLINES, NOTES & COMMENTS
ADDISONMCKEE	United States	4,382,397 08/13/2013	AddisonMckee Inc.	Machines and machine tools for pipe, tube, and metal forming, bending, and manufacturing, and parts therefor; accessories for machines and machine tools for pipe, tube, and metal forming, bending, and manufacturing, namely, checking machines and material loading machines, part transfer systems comprised of machines and conveyors for moving parts into, out of or between the above machines, machine tools associated with all of the above, and automated machines and automated machine systems comprised of tube bending machines, tube end forming machines, tube cutting machines, presses used for tube forming, and muffler assembly machinery for pipe, tube and metal forming, bending, and manufacturing, and parts therefor; accessories for automated machines and automated machine systems for pipe, tube and metal forming, bending, and manufacturing, namely, checking machines and material loading machines, part transfer systems comprised of machines and conveyors for moving parts into, out of or between the above machines, and machine tools associated with all of the above (as twice amended).	Registered	Declaration of Continuing Use due 08/13/2019



AddisonMckee Inc.
TRADEMARK PORTFOLIO STATUS CHART

Last Update: February 28, 2014

MARK	COUNTRY	APP or REG NO. and DATE	OWNER	GOODS/SERVICES	STATUS	UPCOMING DEADLINES, NOTES & COMMENTS
EAGLE & Design 	United States	3,089,554 05/09/2006	AddisonMckee Inc.	Class 7: Metal tube forming machines, metal tube bending machines, tube end forming and cut off machines, muffler manufacturing equipment and tooling, machines and systems for the production of automotive exhausts, catalytic converters, catalytic converter components, shock absorbers, suspension struts and structural components, end forming and muffler equipment tooling machines.	Registered	Renewal due 05/09/2016
EATON LEONARD	United States	3,106,010 06/20/2006	Eaton Leonard Robolix, Inc.	Class 7: Automatic tube bending, wire bending and tube end forming machines. Class 9: Computer hardware and software for controlling tube bending machines; measuring and inspecting instruments for bent tubes and surfaces and for computing and printing data therefor.	Registered	Renewal due 06/20/2016
EL: eaton leonard & Design 	United States	3,106,011 06/20/2006	Eaton Leonard Robolix, Inc.	Class 7: Automatic tube bending, wire bending and tube end forming machines. Class 9: Computer hardware and software for controlling tube bending machines; measuring and inspecting instruments for bent tubes and surfaces and for computing and printing data therefor.	Registered	Renewal due 06/20/2016



AddisonMckee Inc.
TRADEMARK PORTFOLIO STATUS CHART

Last Update: February 28, 2014

MARK	COUNTRY	APP. or REG. NO. and DATE	OWNER	GOODS/SERVICES	STATUS	UPCOMING DEADLINES, NOTES & COMMENTS
LIGHTSPEED	United States	2,911,059 12/14/2004	Eaton Leonard Robolix, Inc.	Class 9: Computer hardware and software for controlling tube bending machines.	Registered	Renewal due 12/14/2014
EAGLE & Design 	Australia	1022159 09/24/2004	Eagle Precision Technologies Ltd.	Class 7: Metal tube forming machines, metal tube bending machines, tube end forming and cut off machines, muffler manufacturing equipment and tooling, machines and systems for the production of automotive exhausts, catalytic converters, catalytic converter components, shock absorbers, suspension struts and structural components, end forming and muffler equipment tooling machines.	Registered	Renewal due 09/24/2014
DESIGNED TO BEND NOT TO BREAK & Design 	Canada	TMA717830 07/03/2008	AddisonMckee Canada ULC	Tube bending machinery and bender tooling therefore.	Registered	Renewal due 07/03/2023
EAGLE	Canada	TMA618142 08/31/2004	AddisonMckee Canada ULC	Equipment, namely, machines and tooling to form and shape metal tubes to produce automotive parts. Providing services to manufacturers to integrate or link the control system of machines on the shop floor.	Registered	Renewal due 08/31/2019


AddisonMckee Inc.
TRADEMARK PORTFOLIO STATUS CHART

Last Update: February 28, 2014

MARK	COUNTRY	APP. or REG. NO. and DATE	OWNER	GOODS/SERVICES	STATUS	UPCOMING DEADLINES, NOTES & COMMENTS
EAGLE & Design 	Canada	TMA505300 12/09/1998	AddisonMckee Canada ULC	Equipment, namely, machines and tooling to form and shape metal tubes to produce automotive parts. Providing services to manufacturers for integrate or link the control system of machines on the shop floor.	Registered	Next Renewal due 12/09/2028
EAGLE & Design 	China	4558723 02/07/2008	Eagle Precision Technologies Inc.	Class 7: Cutting machines and tools; other machines for metal processing.	Registered	Response to Cancellation Notice due 3/17/2014 Renewal due 02/06/2018


AddisonMckee Inc.
TRADEMARK PORTFOLIO STATUS CHART

Last Update: February 28, 2014

MARK	COUNTRY	APP. or REG. NO. and DATE	OWNER	GOODS/SERVICES	STATUS	UPCOMING DEADLINES, NOTES & COMMENTS
EAGLE & Design 	CTM	3961455 09/30/2005	Eagle Precision Technologies Ltd.	Class 7: Metal tube and foaming machines, metal tube bending machines, muffler manufacturing equipment and tooling, machines and systems for the production of automotive exhausts, catalytic converters, shock absorbers, suspension struts and structural components. Class 37: Repair and rebuilding of machinery and equipment used by automotive parts, aircraft, heating, ventilation and air conditioning, furniture and fitness equipment manufacturers. Class 42: Design of machinery and equipment used by automotive parts, aircraft, heating, ventilation and air conditioning, furniture and fitness equipment manufacturers.	Registered	Renewal due 07/29/2014
POWERBEND	CTM	4284287 03/10/2005	Addison Mckee Ltd. (UK)	Class 7: Machines and machine tools for pipe, tube and metal forming, bending and manufacturing. Class 37: Repair, maintenance and servicing of tube and pipe bending machines; tube and pipe bending services.	Registered	Renewal due 03/10/2015 Transfer to AddisonMckee Inc. not recorded.


AddisonMckee Inc.
TRADEMARK PORTFOLIO STATUS CHART

Last Update: February 28, 2014

MARK	COUNTRY	APP. or REG. NO. and DATE	OWNER	GOODS/SERVICES	STATUS	UPCOMING DEADLINES, NOTES & COMMENTS
EATON LEONARD EUROPE	France	02 3162552 05/25/2012	Eaton Leonard Europe	Class 7: Machine tools, metalworking machines. Metalworking machines. Class 9: Control mechanisms for machines or engines measuring instruments, gauges, measuring apparatus, precision measuring apparatus. Class 37: Refurbishment machines used or partially destroyed, information in subject of repair. Class 42: Technical project studies, computer programming.	Registered	Renewal due 05/01/2022
EL eaton leonard & Design 	France	02 3162553 05/25/2012	Eaton Leonard Europe	Class 7: Machine tools, metalworking machines. Metalworking machines. Class 9: Control mechanisms for machines or engines measuring instruments, gauges, measuring apparatus, precision measuring apparatus. Class 37: Refurbishment machines used or partially destroyed, information in subject of repair. Class 42: Technical project studies, computer programming.	Registered	Renewal due 05/01/2022

AddisonMckee Inc.
TRADEMARK PORTFOLIO STATUS CHART

Last Update: February 28, 2014

MARK	COUNTRY	APP. or REG. NO. and DATE	OWNER	GOODS/SERVICES	STATUS	UPCOMING DEADLINES, NOTES & COMMENTS
EAGLE & Design 	Korea	40-0733852 01/11/2008	Eagle Precision Technologies Ltd.	Class 7: Metal tube bending machines, metal tube forming machines, machines for the production of suspension struts, muffler manufacturing machines, handling device and apparatus for muffler fabrication equipment, machines for the production of shock absorbers, machines for the production of automotive exhaust equipment, machines for the production of catalytic converters, machines for the production of catalytic converter components.	Registered	Renewal due 01/11/2018
ADDATA	United Kingdom	1242433 10/28/1988	Addisonmckee Ltd (UK)	Class 9: Apparatus for the measurement and inspection of bent pipes.	Registered	Renewal due 05/22/2016 There is question regarding owner entity. Per UK associate - Assigned to Ingleby in 2005; Ingleby changed its name to Addisonmckee Ltd in 2005; Addisonmckee Ltd was dissolved in 2011; Addisonmckee Europe Ltd currently has the same address as Addisonmckee Ltd.

AddisonMckee Inc.
TRADEMARK PORTFOLIO STATUS CHART

Last Update: February 28, 2014

MARK	COUNTRY	APP or REG. NO. and DATE	OWNER	GOODS/SERVICES	STATUS	UPCOMING DEADLINES, NOTES & COMMENTS
DATABEND	United Kingdom	1220086 06/05/1984	Addisonmckee Ltd (UK)	Class 9: Computerised numeric control apparatus for controlling the bending of tubular material.	Registered	Renewal due 06/05/2015 There is question regarding owner entity. Per UK associate - Assigned to Ingleby in 2005; Ingleby changed its name to Addisonmckee Ltd in 2005; Addisonmckee Ltd was dissolved in 2011; Addisonmckee Europe Ltd currently has the same address as Addisonmckee Ltd.


AddisonMckee Inc.
TRADEMARK PORTFOLIO STATUS CHART

Last Update: February 28, 2014

MARK	COUNTRY	APP. or REG. NO. and DATE	OWNER	GOODS/SERVICES	STATUS	UPCOMING DEADLINES, NOTES & COMMENTS
FORMASTER	United Kingdom	1491525 03/12/1993	Addisonmckee Ltd (UK)	Class 7: Machines and machine tools for pipe, tube and metal forming, bending and manufacturing; parts and fittings for all the aforesaid goods; all included in Class 7.	Registered	Renewal due 02/20/2019 There is question regarding owner entity. Per UK associate - Assigned to Ingleby in 2005; Ingleby changed its name to Addisonmckee Ltd in 2005; Addisonmckee Ltd was dissolved in 2011; Addisonmckee Europe Ltd currently has the same address as Addisonmckee Ltd..

AddisonMckee Inc.
TRADEMARK PORTFOLIO STATUS CHART

Last Update: February 28, 2014

MARK	COUNTRY	APP. or REG. NO. and DATE	OWNER	GOODS/SERVICES	STATUS	UPCOMING DEADLINES; NOTES & COMMENTS
MAGNUM	United Kingdom	2030300 12/20/1996	Addisonmckee Ltd (UK)	Class 7: Tube bending machines; tube measuring machines; automated loading and unloading equipment, all for use in relation to the manipulation, bending and measurement of tubular products; parts and fittings for all the aforesaid goods; but not including any such goods being control mechanisms. Class 37: Repair, maintenance and servicing of tube bending machines, tub measuring machines, automated loading and unloading equipment, all for use in relation to the manipulation, bending and measurement of tubular products; installation and commissioning of accessories for the aforesaid machines; refurbishment, conversion and renewal of the aforesaid machines.	Registered	Renewal due 08/14/2015 There is question regarding owner entity. Per UK associate - Assigned to Ingleby in 2005; Ingleby changed its name to Addisonmckee Ltd in 2005; Addisonmckee Ltd was dissolved in 2011; Addisonmckee Europe Ltd currently has the same address as Addisonmckee Ltd.
EAGLE & Design 	India	3336404 02/04/2005	Eagle Precision Technologies Inc.	Class 7: Metal tube forming machines; metal tube bending machines; tube end forming and cut off machines; muffler manufacturing equipment and tooling; machines and systems for the production of automotive exhausts; catalytic converters; catalytic converter components; shock absorbers; suspension struts and structural components; end forming and muffler equipment; tooling machines.	Abandoned	FA instructed not to take any further action by Goodmans LLP, so it was abandoned at 6/10/2010 scheduled hearing.

AddisonMckee Inc.
TRADEMARK PORTFOLIO STATUS CHART

Last Update: February 28, 2014

MARK	COUNTRY	APP. or REG. NO. and DATE	OWNER	GOODS/SERVICES	STATUS	UPCOMING DEADLINES, NOTES & COMMENTS
POWERBEND	United States	3,085,045 04/25/2006	AddisonMckee Limited (UK)	Class 7: Machines and machine tools for pipe, tube and metal forming, bending and manufacturing. Class 37: Repair, maintenance and servicing of tube and pipe bending machines. Class 40: Tube and pipe bending services.	Abandoned	Abandon per client's instructions.

Supplemental Disclosure Concerning Trademark in China

Re: The Eagle & Design trademark registered in China (CN Registration No. 4558723, page 4 of the AddisonMcKee Inc. – Trademark Portfolio Status Chart) (the “Mark”).

The China Trademark Office (“CTO”) has issued a Notice of Providing Evidence of Use based on an application for cancellation of the Mark, which has been filed by third-party OPS - Ingersoll Funkenerosion GMBH (“Ingersoll”). We understand that Chinese law allows *any* party to file such an application against *any* trademark, alleging, *without evidence*, that its owner has not used the trademark in question within the 3 year period preceding the application. Such an application shifts the burden to the owner (in this case, Addison) to prove that it has used the trademark within this period. As Addison has been actively using the Mark throughout this period, the Ingersoll proceeding is without merit and likely has been filed for competitive purposes. Addison is vigorously defending the Mark in this proceeding. Through its local counsel, it will submit, on or before the March 17, 2014 due date, substantial evidence of its use of the Mark within the relevant period.