

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301605

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of and Amendment to Trademark Security Agreement (Reel 3726, Frame 0149)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Golub Capital Incorporated		04/15/2014	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as Administrative Agent		
<b>Street Address:</b>	666 Fifth Avenue, 18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10103		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1867880	METAL SPINNERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	337968-6		
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz		
<b>SIGNATURE:</b>	/Oscar Ruiz/		
<b>DATE SIGNED:</b>	04/16/2014		
<b>Total Attachments: 13</b>			
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## **ASSIGNMENT OF AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

This **ASSIGNMENT OF AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (this “**Amendment**”), dated as of April 15, 2014, is by and among **METAL SPINNERS, INC.**, an Indiana corporation (the “**Assignor**”), **GOLUB CAPITAL INCORPORATED** (“**Outgoing Assignee**”) and **GOLUB CAPITAL LLC**, a Delaware limited liability company, as Administrative Agent (in such capacity, the “**New Assignee**”) for the benefit of itself and all financial institutions that from time to time become lenders (the “**Lenders**”) under the Credit Agreement (as such terms are hereinafter defined).

### **RECITALS:**

**WHEREAS**, Assignor, as Borrower, the other Loan Parties party thereto, New Assignee, and the Lenders are parties to a Credit Agreement dated as of January 23, 2008 (as the same has been and may hereafter be amended, restated, supplemented or modified from time to time, the “**Credit Agreement**”);

**WHEREAS**, in connection with the Credit Agreement, Assignor and Outgoing Assignee are parties to a Trademark Security Agreement (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”) dated as of January 23, 2008 and filed with the United States Patent and Trademark Office on February 25, 2008 at Reel 003726, Frame 0149;

**WHEREAS**, Old Assignee desires to resign as Administrative Agent and New Assignee desires to be successor Administrative Agent under the Credit Agreement; and

**WHEREAS**, New Assignee, Old Assignee, Borrower, each of the other Loan Parties from time to time, and each of the “**Lenders**” party to the Credit Agreement are parties to a **RESIGNATION, WAIVER, CONSENT AND APPOINTMENT AGREEMENT** (the “**Consent**”) dated as of even date herewith, pursuant to which, among other things, Old Assignee resigned as Administrative Agent and New Assignee became the successor Administrative Agent under the Credit Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and are made a part hereof.

2. **Definitions.** All capitalized terms used herein but not elsewhere defined shall have the respective meanings ascribed to such terms in the Agreement.

3. **Amendment to Agreement.** The Agreement is hereby amended by deleting all references to “Golub Capital Incorporated, a New York corporation, as Administrative Agent” appearing therein and substituting “Golub Capital LLC, in its capacity as Administrative Agent”

therefor.

**4. Assignment.** In accordance with the terms of the Consent, Outgoing Assignee assigns to New Assignee all of its rights, title and interests in and to the Agreement to New Assignee, and New Assignee accepts and assumes the same.

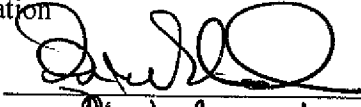
**5. Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows -*

IN WITNESS WHEREOF, Assignor, New Assignee and Old Assignee have caused this Amendment to be duly executed and delivered as of the date first above written.

**ASSIGNOR:**

METAL SPINNERS, INC., an Indiana corporation

By:   
Name: David Williams  
Title: Treas + CEO

**NEW ASSIGNEE:**

GOLUB CAPITAL LLC, as  
Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OLD ASSIGNEE:**

GOLUB CAPITAL INCORPORATED as  
Resigning Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor, New Assignee and Old Assignee have caused this Amendment to be duly executed and delivered as of the date first above written.

**ASSIGNOR:**

METAL SPINNERS, INC., an Indiana corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NEW ASSIGNEE:**

GOLUB CAPITAL LLC, as Administrative Agent

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OLD ASSIGNEE:**

GOLUB CAPITAL INCORPORATED as Resigning Administrative Agent

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TO:KATTEN MUCHIN ROSENMAN COMPANY:525 WEST MONROE STREET

TRADEMARK ASSIGNMENT

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**02/25/2008**  
**900099881**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Metal Spinners, Inc.		01/23/2008	CORPORATION: INDIANA

**RECEIVING PARTY DATA**

<b>Name:</b>	Golub Capital Incorporated
<b>Street Address:</b>	551 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1867880	METAL SPINNERS

**CORRESPONDENCE DATA**

Fax Number: (312)577-4782  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312.577.8525  
 Email: terese.scholl@kattenlaw.com  
 Correspondent Name: KATTEN MUCHIN ROSENMAN  
 Address Line 1: 525 WEST MONROE STREET  
 Address Line 4: Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Terese Scholl
<b>Signature:</b>	/Terese Scholl/t
<b>Date:</b>	02/25/2008

Total Attachments: 5  
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TO:KATTEN MUCHIN ROSENMAN COMPANY:525 WEST MONROE STREET

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 23, 2008, is between **METAL SPINNERS, INC.**, an Indiana corporation (the "Grantor"), and **GOLUB CAPITAL INCORPORATED**, a New York corporation, as Administrative Agent (in such capacity, the "Grantee"), for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined). The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

### RECITALS

**WHEREAS**, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor, as a Borrower, has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other "Loan Parties" from time to time party thereto, as Guarantors, Grantee, as Administrative Agent and the Lenders from time to time party thereto, providing for extensions of credit and other financial accommodations to be made to the Borrower by the Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, the other "Grantors" signatory thereto and Grantee, Grantor has granted to Grantee for the benefit of Administrative Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and all proceeds thereof, to secure the payment of the Obligations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement; provided, however, that upon payment in full in cash and performance of the Obligations and termination of all commitments to lend under the Credit Agreement, Grantee shall, at Grantor's sole cost and expense, promptly take such actions (including execution of all releases, termination statements and similar instruments) as may be necessary or proper to terminate and release all security interests created hereby.

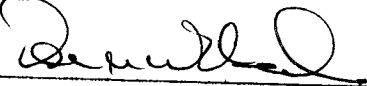
Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding any provision to the contrary contained herein, the rights and remedies granted to the Administrative Agent, and the Liens granted to Administrative Agent hereunder and under the other Collateral Documents are subject to the terms and provisions of the Intercreditor Agreement (as defined in the Credit Agreement). In the event of any conflict between any provision in this Agreement and any provision of the Intercreditor Agreement such provision in the Intercreditor Agreement shall control and such provision of this Agreement shall be deemed to have been complied with or satisfied to the extent of such conflict. Until the Discharge (as defined in the Intercreditor Agreement) of Revolving Debt, to the extent any provision of this Agreement requires the delivery of Collateral which constitutes Revolving Priority Collateral (as defined in the Intercreditor Agreement), delivery of such Collateral to the Revolving Lender shall be sufficient to satisfy the requirements hereunder.

*[Remainder of page intentionally left blank; signature page follows.]*

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**METAL SPINNERS, INC.**, an Indiana corporation

By:   
Name: Dan H. Wanda  
Title: Pres. & CEO

Acknowledged:

**GOLUB CAPITAL INCORPORATED**,  
a New York corporation, as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

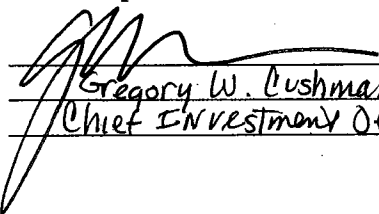
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**METAL SPINNERS, INC.**, an Indiana corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

**GOLUB CAPITAL INCORPORATED**,  
a New York corporation, as Administrative Agent

By:   
Name: Gregory W. Cushman  
Title: Chief Investment Officer

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>Trademark Number</u>	<u>Registration Date</u>
Metal Spinners (word only)	1867880	12/13/1994