

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302921

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pride Engineering, LLC		03/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	222 South Riverside Plaza		
<b>Internal Address:</b>	30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3386122	GUARDIAN	
<b>Registration Number:</b>	3314585	PRIDE TOUCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	astimac@kmklaw.com		
<b>Correspondent Name:</b>	Alison J. Stimac		
<b>Address Line 1:</b>	One East Fourth Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	FI2290-FI0066		
<b>NAME OF SUBMITTER:</b>	Alison J. Stimac		
<b>SIGNATURE:</b>	/Alison J. Stimac/		
<b>DATE SIGNED:</b>	04/29/2014		
<b>Total Attachments: 6</b>			
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**EXECUTION COPY**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of March 21, 2014, is between PRIDE ENGINEERING, LLC (the "Grantor") and FIFTH THIRD BANK, as Lender ("Secured Party").

WHEREAS, reference is made to (a) the Loan and Security Agreement dated as of March 21, 2014 among the Grantor, as borrower, the other Borrowers party thereto and the Secured Party, as lender (as amended, supplemented or otherwise modified from time to time, the "Senior Loan Agreement") and (b) the Mezzanine Loan and Security Agreement dated as of March 21, 2014 among the Grantor, as borrower, the other Borrowers party thereto and the Secured Party, as lender (as amended, supplemented or otherwise modified from time to time, "Mezzanine Loan Agreement" and, together with the Senior Loan Agreement, each, a "Loan Agreement" and, collectively, the "Loan Agreements")

WHEREAS, in order to secure the Liabilities under the Loan Agreements, the Grantor has granted a security interest in substantially all of its assets pursuant to the Loan Agreements; and

WHEREAS, the Secured Party and the Grantor are entering into this IP Security Agreement in order to memorialize the terms and conditions of the Loan Agreements, including by recording this IP Security Agreement with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Secured Party agree as follows (with capitalized terms used but not defined herein having the meanings given to them in the Security Agreement):

1. Grant of Security. In order to secure the payment and performance of the Liabilities, the Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) all (i) letters patent of the United States or any political subdivision thereof, (ii) applications for letters patent of the United States, and (iii) reissues, divisions, continuations and continuations-in-part, or extensions thereof, including, without limitation, any of the foregoing listed on Schedule 1 hereof and (iv) all rights to obtain any reissues or extensions of the foregoing (the "Patents");

(b) (i) all trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, logos and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States

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Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing listed on Schedule 2 hereof, and (ii) the right to obtain all renewals thereof (the "Trademarks");

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Financing Agreement. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreements, which are hereby incorporated by reference. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreements and the other Financing Agreements, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois.

IN WITNESS WHEREOF, the Grantor and Secured Party has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR:**

**PRIDE ENGINEERING, LLC**

By: Stephen M. Griesemer

Name: Stephen Griesemer

Its: Vice President

**SECURED PARTY:**

**FIFTH THIRD BANK**

By: \_\_\_\_\_

Name: Diane Marshall

Title: Vice President

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IN WITNESS WHEREOF, the Grantor and Secured Party has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR:**

**PRIDE ENGINEERING, LLC**

By: \_\_\_\_\_

Name: Stephen Griesemer

Its: Vice President

**SECURED PARTY:**

**FIFTH THIRD BANK**

By: *Diane Marshall*

Name: Diane Marshall

Title: Vice President

**SCHEDULE 1****Issued Patents and Patent Applications**

Country	Grantor	Patent Description	Patent No.
USA	Pride Engineering, LLC	Double Action Bottom Former for High Cyclic Operation	6,490,904
USA	Pride Engineering, LLC	Can Bottom Former Assembly (Model 100)	7,290,428
USA	Pride Engineering, LLC	Can Bottom Former Assembly (Model 250)	7,526,937
USA	Pride Engineering, LLC	Tool Pack Assembly	7,107,811

**SCHEDULE 2****Trademark Registrations**

<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>
"Guardian"	USA	3,386,122
"Pride Touch"	USA	3,314,585