

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Notice of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dickten Masch Plastics, LLC		05/13/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Kayne Credit Opportunities Fund (QP), LP		
Street Address:	655 Madison Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10065		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1735335	TECHNIPLAS	
CORRESPONDENCE DATA			
Fax Number:	6502138158		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6502130300		
Email:	iprecordations@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1151556-0011		
NAME OF SUBMITTER:	Christina Ishihara		
SIGNATURE:	/Christina Ishihara/		
DATE SIGNED:	05/13/2014		
Total Attachments: 5			
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THE LIEN AND SECURITY INTEREST GRANTED TO AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT WILL CONTROL.

**SECOND LIEN NOTICE OF SECURITY INTEREST IN INTELLECTUAL
PROPERTY**

THIS SECOND LIEN NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY is made the 13th day of May, 2014 by and between KAYNE CREDIT OPPORTUNITIES FUND (QP), LP, as collateral agent for itself and all Purchasers party to the Note Purchase Agreement (as defined below) (in such capacity, "Agent"), and Dickten Masch Plastics, LLC, a Delaware limited liability company ("Dickten Masch").

Dickten Masch and Agent acknowledge the following:

- A. Pursuant to a Note Purchase Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein have the meaning assigned to such terms in the Credit Agreement) by and among DM Plastics Partners, LLC, Dickten Masch, Nyloncraft, Inc, Weidmann Automotive & Industrial North America LLC and NCI Fort Wayne, LLC, the purchasers from time to time party thereto (the "Purchasers"), and Kayne Credit Opportunities Fund (QP), LP, as Collateral Agent for the Purchasers, the Purchasers have agreed to purchase certain Senior Subordinated Notes from Dickten Masch on the terms and conditions set forth therein.
- B. To secure the Obligations, Dickten Masch has granted to Agent for the benefit of itself and the Purchasers, a security interest in substantially all of its assets pursuant to the terms and conditions of the Credit Agreement, the Guaranty and the other Loan Documents.
- C. Dickten Masch owns the trademark listed on Exhibit A attached hereto, which trademark has been granted by, or applications therefor are pending before, the United States Patent and Trademark Office.
- D. Dickten Masch has granted to Agent for the benefit of itself, the Purchasers, a security interest in all of its Trademarks (as defined in the Guaranty), including the trademark listed on Exhibit A attached hereto, on the terms and conditions set forth in the Credit Agreement, the Guaranty and Loan Documents.

E. This Notice of Security Interest in Intellectual Property does not amend, expand, modify or otherwise alter the rights, responsibilities and obligations of the parties as detailed in the Credit Agreement, the Guaranty or the other Loan Documents.

F. Notwithstanding anything herein to the contrary, the Lien and security interest granted to Agent pursuant to this Agreement and the exercise of any right or remedy by Agent hereunder are subject to the provisions of the Intercreditor Agreement. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

[remainder of page intentionally left blank; signature page follows]

Address:

Dickten Masch Plastics, LLC
N44 W33365 Watertown Plank Rd.
Nashotah, WI 53058

DICKTEN MASCH PLASTICS, LLC

By: 

Name: Steven E. Braun

Title: Secretary, Treasurer, and Chief Financial
Officer

[Signature Page to Second Lien Notice of IP Security Interest]

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IN WITNESS WHEREOF, the parties have executed this Notice of Security Interest in Intellectual Property as of the date first written above.

Address:

Kayne Credit Opportunities Fund (QP),
LP
655 Madison Avenue, 18th Floor
New York, NY 10065


KAYNE CREDIT OPPORTUNITIES
FUND (QP), LP

By: KCOF SLP, L.P., its Investment
Manager

By:

Name:

Title:



David Petrucco

Managing Partner

[Signature Page to Second Lien Notice of IP Security Interest]

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EXHIBIT A
TRADEMARK

Trademark	Trademark Number	Effective Date of Registration	Application Date
Techniplas	Reg. No. 1,735,335	November 24, 1992	February 24, 1992