

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304349

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Notice of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nyloncraft, Inc.		05/13/2014	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kayne Credit Opportunities Fund (QP), LP		
<b>Street Address:</b>	655 Madison Avenue, 18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10065		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0712465	N	
<b>Registration Number:</b>	0759381	N	
<b>Registration Number:</b>	0790848	NYLONCRAFT	
<b>Serial Number:</b>	86125871	SUPER INTENSIFER	
<b>Serial Number:</b>	86125856	SUPER ASPIRATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502138158		
<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>	6502130300		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP / Christina Ishihara		
<b>Address Line 1:</b>	3000 El Camino Real, Bldg 5, 9th Floor		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	1151556-0011		
<b>NAME OF SUBMITTER:</b>	Christina Ishihara		
<b>SIGNATURE:</b>	/Christina Ishihara/		
<b>DATE SIGNED:</b>	05/13/2014		
<b>Total Attachments: 6</b>			
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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 NYLONCRAFT, INC., an Indiana corporation ("Nyloncraft").

Nyloncraft 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, Nyloncraft 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. Nyloncraft owns the patents and patent applications listed on Exhibit A attached hereto, which patents have been granted by, or applications therefor are pending before, the United States Patent and Trademark Office.

D. Nyloncraft owns the trademarks and trademark applications listed on Exhibit B attached hereto, which trademarks have been granted by, or applications therefor are pending before, the United States Patent and Trademark Office.

E. Nyloncraft has granted to Agent for the benefit of itself, the Purchasers, a security interest in all of its Patents and Trademarks (as defined in the Guaranty),

including the patents, patent applications, trademarks and trademark applications listed on Exhibits A and B attached hereto, on the terms and conditions set forth in the Credit Agreement, the Guaranty and Loan Documents.

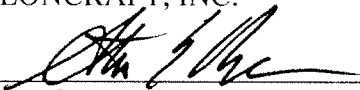
F. This Notice of Security Interest in Intellectual Property does not amend, expand, modify or otherwise alter the rights, responsibilities and obligations of the parties as detailed in the Credit Agreement, the Guaranty or the other Loan Documents.

G. 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:  
Nyloncraft, Inc.  
616 W. McKinley Avenue  
Mishawaka, IN 46545

NYLONCRAFT, INC.

By:   
Name: Steven E. Braun  
Title: Secretary

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

**TRADEMARK**  
**REEL: 005279 FRAME: 0059**

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**

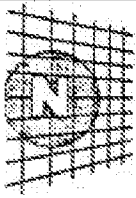
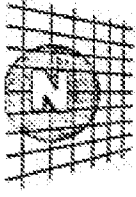
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**TRADEMARK**  
**REEL: 005279 FRAME: 0060**

**EXHIBIT A**  
**PATENTS**

<b>Grantor</b>	<b>Country</b>	<b>Title</b>	<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Date Patent Applied</b>
Nyloncraft, Inc.	US	Check Valve	RE37090	08/614,847	3/13/2001	3/8/1996
Nyloncraft, Inc.	US	Check Valve		12/700,391		2/4/2010
Nyloncraft, Inc.	US	Check Valve		14/172,113		2/4/2014
Nyloncraft, Inc.	US	Plastic Encapsulated Metal Seat Pan		13/369,800		2/9/2012
Nyloncraft, Inc.	US	High Mass Flow Check Valve Aspirator		13771553		2/20/2013

**EXHIBIT B**  
**TRADEMARKS**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Serial Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Nyloncraft, Inc.	US		712,465	72073421	05/11/1959	03/14/1961
Nyloncraft, Inc.	US		759,381	72145581	05/28/1962	10/29/1963
Nyloncraft, Inc.	US	NYLONCRAFT	790,848	72145582	05/28/1962	6/8/1965

Nyloncraft, Inc.	US	SUPER INTENSIFER		86125871	11/21/2013	
Nyloncraft, Inc.	US	SUPER ASPIRATOR		86125856	11/21/2013	