

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304672

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Craft Cast Company, LLC		04/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
Avalon Precision Casting Company, LLC		04/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
Craft Cast Holdings, LLC		04/18/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company, as administrative agent
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3245281	EPROTO-CAST
Registration Number:	2180412	INVESTAL
Registration Number:	0961182	PMI
Registration Number:	1739432	PMI
Registration Number:	0777242	PRECISION METALSMITHS
Registration Number:	0776871	PROTO-CAST
Registration Number:	0704503	SHELLVEST

CORRESPONDENCE DATA

Fax Number: 3126095005
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-609-7897
Email: hmiller@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

TRADEMARK

ATTORNEY DOCKET NUMBER:	40180000084
NAME OF SUBMITTER:	Holly Miller
SIGNATURE:	/Holly Miller/
DATE SIGNED:	05/15/2014

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 18th day of April, 2014 by Craft Cast Company, LLC, a Delaware limited liability company ("Craft Cast"), and Avalon Precision Casting Company, LLC, a Delaware limited liability company ("Avalon"; together with Craft Cast, individually and collectively referred to herein as the "Company") and Craft Cast Holdings, LLC, a Delaware limited liability company ("Holdings"; and together with Company, individually and collectively, the "Grantors") in favor of The PrivateBank and Trust Company, as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Company and/or its affiliates have entered into a certain Credit Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantors by the Lenders; and

WHEREAS, each Grantor has entered into a certain Guaranty and Collateral Agreement dated as of even date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which each Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Guaranty and Collateral Agreement), to secure the payment of all amounts owing by each Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by such Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which such Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

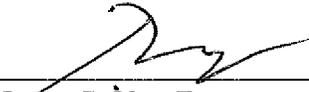
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(Signature Page to Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

CRAFT CAST HOLDINGS, LLC, a
Delaware limited liability company

By: 

Jason S. Van Zant
Vice President

CRAFT CAST COMPANY, LLC, a
Delaware limited liability company

By: 

Jason S. Van Zant
Vice President

**AVALON PRECISION CASTING
COMPANY, LLC**, a Delaware limited
liability company

By: 

Jason S. Van Zant
Vice President

(Signature Page to Patent and Trademark Security Agreement)

Acknowledged:

**THE PRIVATEBANK AND TRUST
COMPANY**, as Administrative Agent

By: 
Jennifer Haloske
Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Craft Cast Holdings, LLC	None.	None.	None.	None.	None.
Avalon Precision Casting Company, LLC	T37221US0	76/625,695	3,245,281	12/21/2004	5/22/2007
	T35918CA0	864,302	513,272	12/15/1997	7/27/1999
	T35918US0	75/309,743	2,180,412	6/16/1997	8/11/1998
	T35655KR0	89-11645	197699	5/15/1989	8/3/1990
	T35655KR1	0011646	197700	5/15/1989	8/3/1990
	T35655US0	72/403,895	961,182	9/30/1971	6/19/1973
	T35735CA0	702,709	422,966	4/8/1992	2/4/1994
	T35735DE0	P42 778/6 Wz	2,062,223	4/7/1992	4/14/1994
	T35735MX0	421991	688250	4/19/2000	2/28/2001
	T35735KR0	92-7225	259035	3/17/1992	3/4/1993
	T35735GB0	1,496,129	1,536,749	5/25/1993	5/25/1993
	T35735US0	74/220,861	1,739,432	11/12/1991	12/15/1992
	T35739US0	72/175,788	777,242	8/26/1963	9/22/1964
	T35742US0	72/186,393	776,871	2/10/1964	9/15/1964
T35738US0	72/79,078	704,503	8/5/1959	9/20/1960	
Craft Cast Company, LLC	None.	None.	None.	None.	None.

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Craft Cast Holdings, LLC	None.	None.	None.	None.
Avalon Precision Casting Company, LLC	6,746,528	10/422,154	6/8/2004	4/24/2003
	6,949,136	10/862,623	9/27/2005	6/7/2004
	6,921,786	10/675,292	7/26/2005	9/30/2003
Craft Cast Company, LLC	None.	None.	None.	None.