

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM304869

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prater Industries, Inc.		05/16/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC, as Agent		
Street Address:	6 East 43rd Street		
Internal Address:	20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0799487	PRATER	
CORRESPONDENCE DATA			
Fax Number:	6175744112		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-574-4112		
Email:	SMORDAS@GOULSTONSTORRS.COM		
Correspondent Name:	Stacey Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110-3333		
NAME OF SUBMITTER:	Stacey Mordas		
SIGNATURE:	/s/ Stacey A. Mordas		
DATE SIGNED:	05/19/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”) dated as of May 16, 2014, is made by PRATER INDUSTRIES, INC., an Illinois corporation (“Grantor”), in favor of ABACUS FINANCE GROUP, LLC, as Agent for the Secured Parties (as defined in the Collateral Agreement referenced below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 24, 2012 by and among Grantor’s affiliate Industrial Magnetics, Inc., a Michigan corporation and successor-by-merger to IMI Merger Sub, Inc., a Michigan corporation (“Borrower”), Agent and the Lenders party thereto (as amended by the Omnibus Amendment to Loan Documents and Consent dated as of May 14, 2013, as further amended by the Second Omnibus Amendment to Loan Documents and Consent dated as of the date hereof, and as further amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”), the Secured Parties have severally agreed to extend credit to Borrower under the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Grantor has acceded to that certain Guarantee and Collateral Agreement dated as of February 24, 2012 (as amended by the Omnibus Amendment to Loan Documents and Consent dated as of May 14, 2013, as further amended by the Second Omnibus Amendment to Loan Documents and Consent dated as of the date hereof, and as further amended, supplemented, restated or otherwise modified from time to time, the “Collateral Agreement”) as a “Grantor” and “Guarantor” thereunder, for the ratable benefit of the Secured Parties; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver this Agreement to Agent, for the ratable benefit of the Secured Parties;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States “intent to use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark applications under applicable

federal law; provided further that “Trademark Collateral” shall include any Proceeds of any such “intent to use” trademark applications.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including “PDF”) of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

[signature page follows]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

PRATER INDUSTRIES, INC.

By: 

Name: G.H. Patten Pettway, Jr.

Title: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT
(ABACUS/IMI 2014)]

TRADEMARK
REEL: 005286 FRAME: 0759

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

By: 

Name: Timothy Wong

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT
(ABACUS/IMI 2014)]

TRADEMARK
REEL: 005286 FRAME: 0760

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration Number	Registration Date
Prater Industries, Inc.	Prater	0799487	11/30/1965