

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306065

<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>
Miether Bearing Products, LLC		05/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4005941	MIETHER BEARING PRODUCTS	
<b>Registration Number:</b>	4048347	MIETHER BEARING PRODUCTS	
<b>Registration Number:</b>	4006308	MIETHER MACHINE WORKS	
<b>Registration Number:</b>	4006309	MBP	
<b>Registration Number:</b>	4006310	MIETHER	
<b>Registration Number:</b>	4054152	MMW	
<b>Registration Number:</b>	4110008	OPTIMA	
<b>Registration Number:</b>	3962906	PROTECTOR	
<b>Registration Number:</b>	4057580	LOOK FOR THE FLAT TOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>			
<b>Email:</b>	mrussell@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	18876.015020		

CH \$240.00 4005941

<b>NAME OF SUBMITTER:</b>	Mark Russell
<b>SIGNATURE:</b>	/Mark Russell/
<b>DATE SIGNED:</b>	05/30/2014
<b>Total Attachments: 4</b> source=GSO_Alco - Notice of Grant of Security Interest in Trademarks (Miether) (executed)#page1.tif source=GSO_Alco - Notice of Grant of Security Interest in Trademarks (Miether) (executed)#page2.tif source=GSO_Alco - Notice of Grant of Security Interest in Trademarks (Miether) (executed)#page3.tif source=GSO_Alco - Notice of Grant of Security Interest in Trademarks (Miether) (executed)#page4.tif	

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

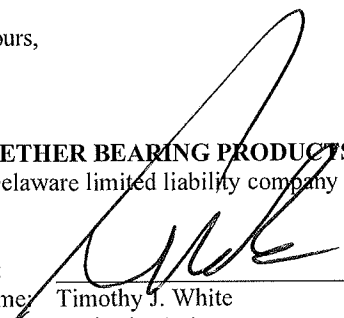
Please be advised that pursuant to the Term Loan Credit and Security Agreement, dated as of May 1, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Industrial Group Holdings, LLC, a Delaware limited liability company ("Holdings"), Industrial Group Intermediate Holdings, LLC, a Delaware limited liability company (the "Borrower"), certain subsidiaries of the Borrower from time to time party thereto as Guarantors, the various lenders which are now or which hereafter become a party thereto (collectively, the "Lenders") and Wilmington Trust, National Association, as agent for the Lenders (in such capacity, the "Agent"), the undersigned (the "Grantor") has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Agent for the ratable benefit of the Secured Parties. Capitalized terms not herein defined shall have the meaning ascribed to such terms in the Credit Agreement.

The undersigned Grantor and the Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) shall be terminated and released in accordance with and pursuant to the Credit Agreement and (ii) is not to be construed as or deemed to be an assignment of any trademark or trademark application. Upon the termination of the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto, pursuant to the terms of the Credit Agreement, the Agent (at the direction of the Required Lenders) shall execute all documents, make all filings and take all other actions necessary to evidence and record the release of the security interests in the trademarks and trademark applications set forth on Schedule 1 attached hereto granted herein.

[Signature Page Follows]

Very truly yours,

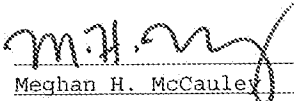
**MIETHER BEARING PRODUCTS, LLC,**  
a Delaware limited liability company

By:   
Name: Timothy J. White  
Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 005291 FRAME: 0557**

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Agent**

By:   
Name: Meghan H. McCauley  
Title: Assistant Vice President

**SCHEDULE 1**

<b>Loan Party</b>	<b>Title</b>	<b>Country</b>	<b>Status</b>	<b>Registration Number</b>
Miether Bearing Products, LLC	MIETHER BEARING PRODUCTS	United States of America	Registered	4,005,941
Miether Bearing Products, LLC	MIETHER BEARING PRODUCTS	United States of America	Registered	4,048,347
Miether Bearing Products, LLC	MIETHER MACHINE WORKS	United States of America	Registered	4,006,308
Miether Bearing Products, LLC	MBP	United States of America	Registered	4,006,309
Miether Bearing Products, LLC	MIETHER	United States of America	Registered	4,006,310
	MMW	United States of America	Registered	4,054,152
	OPTIMA	United States of America	Registered	4,110,008
	PROTECTOR	United States of America	Registered	3,962,906
	LOOK FOR THE FLAT TOP!	United States of America	Registered	4,057,580