

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modern Equipment Company, LLC		05/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3125639	JET MELTER	
Registration Number:	3026687	MICRO JET MELTER	
Registration Number:	1531613	JOHN WOOD	
Registration Number:	1840294	VALLEY FORGE PENNSYLVANIA FOUNDED IN 186	
Registration Number:	1517775	MOD-TUNDISH	
Serial Number:	86210275	THINKMODERN	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-14011		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		

OP \$165.00 3125639

DATE SIGNED:	06/02/2014
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Total Attachments: 4

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Revolving 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 ("Company"), and prior to the Closing Date Acquisition (as defined therein), the "Borrower", Miller Chemical & Fertilizer, LLC, a Delaware limited liability company ("Miller"), Modern Equipment Company, LLC, a Delaware limited liability company ("Modern"), Haysite Reinforced Plastics, LLC, a Delaware limited liability company ("Haysite LLC"), Ehrhardt Tool & Machine, LLC, a Delaware limited liability company ("Ehrhardt"), Miether Bearing Products, LLC, a Delaware limited liability company ("Miether"), John Wood Company, LLC, a Delaware limited liability company ("JW" and following the Closing Date Acquisition, together with Company, Miller, Modern, Haysite LLC, Ehrhardt, Miether and each Person that is joined thereto as a borrower from time to time, each a "Borrower" and collectively, the "Borrowers"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender") and PNC Bank, 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 Lenders. Capitalized terms not herein defined shall have the meaning ascribed to such terms in the Credit Agreement.

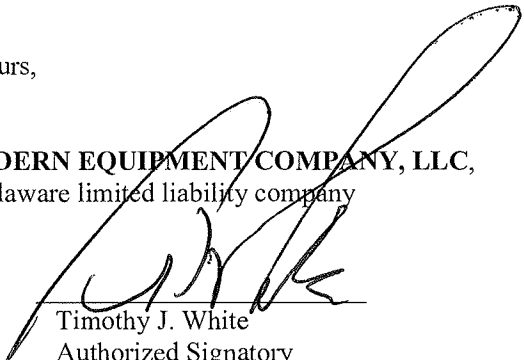
The undersigned Grantor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) shall be terminated and released in accordance with and pursuant to the Credit Agreement and (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,

MODERN EQUIPMENT COMPANY, LLC,
a Delaware limited liability company

By:




Timothy J. White
Authorized Signatory

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

TRADEMARK
REEL: 005293 FRAME: 0433

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Sara V. Traberman
Senior Vice President

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

TRADEMARK
REEL: 005293 FRAME: 0434

SCHEDULE 1

Loan Party	Title	Country	Status	Application Number	Registration Number
Modern Equipment Company, LLC	<u>JET MELTER</u>	United States of America	Registered	78361146	3125639
Modern Equipment Company, LLC	<u>MICRO JET MELTER</u>	United States of America	Registered	78361159	3026687
Modern Equipment Company, LLC	<u>THINKMODERN</u>	United States of America	Pending	86/210275	
Modern Equipment Company, LLC	<u>JOHN WOOD</u>	United States of America	Registered	749,290	1,531,613
Modern Equipment Company, LLC	<u>VALLEY FORGE PENNSYLVANIA FOUNDED IN 1867 JOHN WOOD</u>	United States of America	Registered	74/326,213	1,840,294
Modern Equipment Company, LLC	<u>MOD TUNDISH</u>	United States of America	Registered		1,517,775