

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applied Process, Inc.		08/13/2014	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	ALDINE CAPITAL FUND II, L.P., as Agent		
Street Address:	30 W. Monroe Street, Suite 710		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85596227	CADI	
Serial Number:	85596206	LADI	
Serial Number:	85547913	AP	
Serial Number:	85547889	APPLIED PROCESS	
Serial Number:	85521579	HOSTILE DUCK IRON POWER SPORTS	
Serial Number:	85521604	MONSTER PARTS	
Serial Number:	85382091	CARBO-AUSTEMPERED	
Serial Number:	85382109	CARBO-AUSTEMPERING	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	339733-6		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		

CH \$215.00 85596227

DATE SIGNED:	08/15/2014
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Total Attachments: 6

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO ALDINE CAPITAL FUND II, L.P., AS AGENT (“AGENT”) PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF THE DATE HEREOF BY AND AMONG THE HUNTINGTON BANK, AS “SENIOR LENDER”, AGENT, AS “SUBORDINATED AGENT”, THE “SUBORDINATED LENDERS” PARTY THERETO AND THE “OBLIGORS” PARTY THERETO (AS AMENDED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “CLOSING DATE SUBORDINATION AGREEMENT”). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE CLOSING DATE SUBORDINATION AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE CLOSING DATE SUBORDINATION AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 13, 2014, is made by **APPLIED PROCESS, INC.**, a Michigan corporation (the “Debtor”) in favor of Aldine Capital Fund II, L.P., as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Purchasers (as defined in the Note Purchase Agreement referred to below).

WITNESSETH

A. WHEREAS, pursuant to that certain Note Purchase Agreement dated as of August 13, 2014 by and among Applied Process Holdings, LLC, a Delaware limited liability company (“Holdings”), the other Persons who from time to time become “Companies” thereunder by joinder or otherwise, including the Debtor and AP Westshore Inc., a Michigan corporation, upon the consummation of the Acquisition, the Agent and the Purchasers party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), the Agent has agreed, subject to the satisfaction of certain terms and conditions, to make extensions of credit to the Companies; and

B. WHEREAS, in connection with the Note Purchase Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of August 13, 2014, to the Agent (as amended or otherwise modified from time to time, the “Security Agreement”); and

C. WHEREAS, as a condition precedent to the making of the extensions of credit under the Note Purchase Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Agent of the Lien and security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Note Purchase Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Purchasers to purchase the Notes from the Companies

pursuant to the Note Purchase Agreement, Debtor agrees, for the benefit of the Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to the Agent, and grant to the Agent a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached

hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Note Purchase Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Note Purchase Agreement, provided that the requisite Purchasers under such Note Purchase Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Purchasers in accordance with Section 13.4(b) of the Note Purchase Agreement.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Financing Documents, etc. This Agreement is a Financing Document executed pursuant to the Note Purchase Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Note Purchase Agreement.

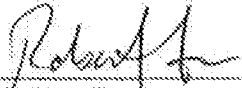
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

APPLIED PROCESS, INC.

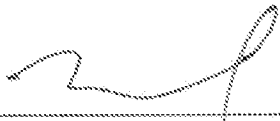
By: 
Name: Robert France
Title: Vice President, Secretary and Assistant
Treasurer

AGENT:

ALDINE CAPITAL FUND II, L.P.

By: Aldine GP II, LLC
Its: General Partner

By: Aldine Capital Partners, Inc.
Its: Manager

By: 
Name: Michael J. Revord
Title: President

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner	Status
CADI	85596227	4/12/12	4303003	3/12/13	Applied Process, Inc.	Registered
LADI	85596206	4/12/12	N/A	N/A	Applied Process, Inc.	Pending-intent to use
AP	85547913	2/21/12	4206046	9/11/12	Applied Process, Inc.	Registered
APPLIED PROCESS	85547889	2/21/12	4243831	11/13/12	Applied Process, Inc.	Registered
HOSTILE DUCK IRON POWER SPORTS	85521579	1/20/12	4198340	8/28/12	Applied Process, Inc.	Registered
MONSTER PARTS	85521604	1/20/12	4198344	8/28/12	Applied Process, Inc.	Registered
CARBO- AUSTEMPERED	85382091	7/27/11	4163632	6/26/12	Applied Process, Inc.	Registered
CARBO- AUSTEMPERING	85382109	7/27/11	4163633	6/26/12	Applied Process, Inc.	Registered