

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318667

<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>
PARK-OHIO INDUSTRIES, INC.		09/30/2014	CORPORATION: OHIO
RB&W MANUFACTURING LLC		09/30/2014	LIMITED LIABILITY COMPANY: OHIO
SNOW DRAGON LLC		09/30/2014	LIMITED LIABILITY COMPANY: OHIO
AJAX TOCCO MAGNETHERMIC CORPORATION		09/30/2014	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
<b>Street Address:</b>	1300 East Ninth Street, 13th Floor		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86121890	PINES	
<b>Serial Number:</b>	86121910	DIAL-A-BEND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1075.162		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		

OP \$65.00 86121890

TRADEMARK

<b>SIGNATURE:</b>	/njb/
<b>DATE SIGNED:</b>	10/01/2014
<b>Total Attachments: 6</b> source=Park Ohio Trademark Security Agreement#page1.tif source=Park Ohio Trademark Security Agreement#page2.tif source=Park Ohio Trademark Security Agreement#page3.tif source=Park Ohio Trademark Security Agreement#page4.tif source=Park Ohio Trademark Security Agreement#page5.tif source=Park Ohio Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of September 30, 2014 by the entities listed on the signature pages hereof as "Grantors" (collectively, "Grantors") in favor of JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (the "Administrative Agent") for the certain banks and other financial institutions (the "Lenders") time to time parties to the Credit Agreement described below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement (defined below).

### WITNESSETH

WHEREAS, pursuant to that certain Sixth Amended and Restated Credit Agreement dated as of July 31, 2014 by and among the Grantors, certain Affiliates of the Grantors, Administrative Agent and the Lenders (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantors; and

WHEREAS, pursuant to the Credit Agreement, each Grantor entered into that certain Third Amended and Restated Security Agreement dated as of March 23, 2012 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Administrative Agent a continuing security interest in, among other Collateral, certain Trademarks of the Grantors and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities;

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

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

2. Grant of Security Interest. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under the Trademarks listed on Schedule A hereto (collectively, the "Trademark Collateral") to secure the prompt and complete payment and performance of the Secured Obligations. For clarity, no security interest is pledged, assigned or granted in any "intent to use" trademark applications included in the Trademark Collateral for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, however, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" trademark applications shall

be included in the Trademark Collateral and automatically subject to the security interest pledged, assigned and granted herein.

3. Termination. Upon the termination of the Security Agreement or the termination or release of the Administrative Agent's security interest in any of the Trademark Collateral, the Administrative Agent shall, upon the request of Grantors and at Grantors' cost and expense, execute, acknowledge, and deliver to all applicable Grantors an instrument in writing in recordable form releasing the pledge, assignment and grant of a security interest in all affected Trademark Collateral made pursuant to this Agreement.

4. Cumulative Remedies. All of the rights and remedies of Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

5. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Administrative Agent and its successors and assigns.

6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio.

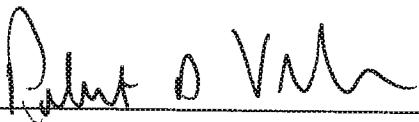
7. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

*[signature pages follow]*

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

**GRANTORS:**

AJAX TOCCO MAGNETHERMIC  
CORPORATION  
PARK-OHIO INDUSTRIES, INC.  
RB&W MANUFACTURING LLC  
SNOW DRAGON LLC

By:   
Name: Robert D. Vilsack  
Title: Secretary

**AGREED AND ACCEPTED:**

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By: 

Name: Michael P. Gutica

Title: Authorized Officer

**SCHEDULE A**

**US TRADEMARKS**

None.

**CANADIAN TRADEMARKS**

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER
AM & Design	1053855	Registered	TMA556731	1/22/02	Ajax Tocco Magnethermic Corporation
AJAX MAGNETHERMIC & Globe Design (STYLIZED)	1056759	Registered	TMA558671	3/1/02	Ajax Tocco Magnethermic Corporation
AJAX MAGNETHERMIC	0374788	Registered	TMA208294	7/18/75	Ajax Tocco Magnethermic Corporation
JET-FLOW	389461	Registered	TMA217267	11/26/76	Ajax Tocco Magnethermic Corporation
TOCCO	179778	Registered	UCA15884	7/12/01	Ajax Tocco Magnethermic Corporation
INDUCTRON	414556	Registered	TMA234442	7/20/79	Ajax Tocco Magnethermic Corporation
TOCCO & Design	424833	Registered	TMA240924	3/14/80	Ajax Tocco Magnethermic Corporation
SNOW DRAGON	1245792	Registered	TMA683357	3/9/07	Snow Dragon LLC
SUPPLY TECHNOLOGIES & DESIGN	1461771	Registered	TMA798182	5/20/11	Park Ohio Industries, Inc.
NUSPAC	1257352	Registered	TMA668673	7/26/06	RB&W Manufacturing LLC
SPAC	1171050	Registered	TMA618075	8/30/04	RB&W Manufacturing LLC
SPAC NUT	359416	Registered	TMA192838	7/27/73	RB&W Manufacturing LLC
SPACTITE	1322800	Registered	TMA712332	4/18/08	RB&W Manufacturing LLC
STYLIZED E	709337	Registered	TMA427828	5/27/94	RB&W Manufacturing LLC

**US TRADEMARK APPLICATIONS**

TRADEMARK APPLICATION	APPLICATION FILING DATE	APPLICATION SERIAL NUMBER	OWNER
PINES	11/18/13	86/121890	Ajax Tocco Magnethermic Corporation
DIAL-A-BEND	11/18/13	86/121910	Ajax Tocco Magnethermic Corporation

CANADIAN TRADEMARK APPLICATIONS

TRADEMARK APPLICATION	APPLICATION FILING DATE	APPLICATION SERIAL NUMBER	OWNER
PINES	5/16/14	1678508 (CANADA)	Ajax Tocco Magnethermic Corporation
Miscellaneous Design	09/03/14	1692292 (CANADA)	Ajax Tocco Magnethermic Corporation
PILLAR	09/03/14	1692293(CANADA)	Ajax Tocco Magnethermic Corporation