

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No.1 to the Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kortec, Inc. as Grantor		05/20/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	20975 Swenson Drive, Suite 200		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53186		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2329613	KORTEC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Ken Tan, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Ken Tan, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	10/10/2014		
Total Attachments: 7			
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SUPPLEMENT NO. 1 TO THE AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENT NO. 1 (this "Supplement No. 1") dated as of May 20, 2014, to the AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement"), dated as of March 28, 2013, between Kortec, Inc., a Massachusetts corporation (the "Grantor"), and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of April 30, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among **MILACRON HOLDINGS INC.**, a Delaware corporation, **MILACRON LLC**, a Delaware limited liability company (the "Initial Borrower"), each of the subsidiaries listed on Annex A thereto and the Agent.

B. The rules of construction and other interpretive provisions specified in the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.3(e) of the Security Agreement, the Grantor has agreed to execute or otherwise authenticate this Supplement No. 1 for recording the Security Interest granted under the Security Agreement to the Agent in the Grantor's Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Agent and the Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the United States Trademark registrations and applications, United States Patent registrations and applications and United States Copyright registrations and applications and exclusive copyright licenses set forth in Schedule A hereto, excluding any Excluded Assets (collectively, the "Collateral").

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this Supplement No. 1 secures the payment of all amounts that constitute part of the Secured Obligations and would be owed to the Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Supplement No. 1.

SECTION 4. Grants, Rights and Remedies. This Supplement No. 1 has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict

between the terms of this Supplement No. 1 and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Supplement No. 1 may be executed by one or more of the parties to this Supplement No. 1 on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS SUPPLEMENT NO. 1 AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND APPLICABLE FEDERAL LAWS GOVERNING THE COLLATERAL.

SECTION 7. Severability. Any provision of this Supplement No. 1 that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 14.3 of the Credit Agreement. All communications and notices hereunder to the Grantor shall be given to it in care of the Initial Borrower at the Initial Borrower’s address set forth in Section 14.3 of the Credit Agreement.

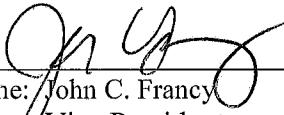
SECTION 9. Expenses. The Grantor agrees to reimburse the Agent for its reasonable, documented and invoiced out-of-pocket expenses in connection with this Supplement No. 1 in accordance with Section 14.2 of the Credit Agreement.

SECTION 10. Release of Security Interest. In connection with the termination or release of Security Interests evidenced by the Security Agreement, the Agent shall execute and deliver to the Grantor, at the Grantor’s expense, all documents that the Grantor shall reasonably request to evidence such termination or release.

SECTION 11. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, this Supplement No. 1, the Liens and security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to this Supplement No. 1 and the exercise of any right or remedy by the Agent and the other Secured Parties hereunder, in each case, with respect to the Revolving Priority Collateral and Revolving Liens are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Supplement No. 1 with respect to the Revolving Priority Collateral and the Revolving Liens, the provisions of the Intercreditor Agreement shall prevail.

IN WITNESS WHEREOF, the Grantor and the Agent have duly executed this Supplement No. 1 as of the day and year first above written.

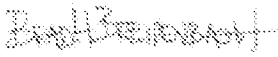
KORTEC, INC., as the Grantor

By: 
Name: John C. Francy
Title: Vice President

[Signature Page to Supplement No. 1 to the IP Security Agreement (ABL)]

TRADEMARK
REEL: 005379 FRAME: 0339

BANK OF AMERICA, N.A., as Agent

By: 
Name: Brad H. Breidenbach
Title: Senior Vice President

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES COPYRIGHTS/UNITED STATES PATENTS/
UNITED STATES TRADEMARKS

A. COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

B. PATENTS AND PATENT APPLICATIONS

Domestic Patent and Patent Applications

Registered Owner/Grantor	Patent Title	Patent No.	Application No.
Kortec, Inc.	Apparatus for throttle-valve control for the co-extrusion of plastic materials as interior core streams encased by outer and inner streams for molding and the like	5914138	08720385
Kortec, Inc.	Method of throttle-valving control for the co-extrusion of plastic materials	6187241	09079084
Kortec, Inc.	Method of molding multi-layer polymer plastic articles with control of relative shifting of the core layer	6596213	09828254
Kortec, Inc.	Method for using a sprue to reduce the size of a core layer hole in an injection molding process by terminating in injection stream with the sprue	6649101	09919270
Kortec, Inc.	Optimized flow to prevent core layer breakthrough	6908581	10355642
Kortec, Inc.	Co-injection nozzle with improved interior layer termination	7306446	10851284
Kortec, Inc.	Multilayer molding using temperature adjustment of flow rate in conjunction with shooting pot technology	7399442	11177464
Kortec, Inc.	Automatic process control for a multilayer injection molding apparatus	7517480	10920725
Kortec, Inc.	Non-symmetric multiple layer injection molded products and methods	8435434	13314012
Kortec, Inc.	Apparatus for producing non-symmetric multiple layer injection molded products	8491290	13278885
Kortec, Inc.	Methods of molding multi-layer polymeric articles having control over the breakthrough of the core layer		13043230
Kortec, Inc.	Gas impermeability for injection molded containers		13184137
Kortec, Inc.	Heat-seal failure prevention method and article		13303758
Kortec, Inc.	Non-symmetric multiple layer injection molded products and methods		13314718
Kortec, Inc.	Methods and systems for the preparation of		13593489

Registered Owner/Grantor	Patent Title	Patent No.	Application No.
	molded plastic articles having a structural barrier layer		
Kortec, Inc.	Non-symmetric multiple layer injection molded products and methods		13935192

C. TRADEMARKS AND TRADEMARK APPLICATIONS

Domestic Trademarks and Trademark Applications

Owner	Registration No.	Trademark
Kortec, Inc.	2329613	KORTEC

D. DOMAIN NAMES

Domain Name	Registration Date	Expiration Date	Registrant	Status
KORTEC.COM	4/30/1996	5/1/2017	Kortec, Inc	Registered