

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metaltec Steel Abrasive Company		10/10/2014	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Patriot Capital III SBIC, L.P.		
Street Address:	509 Exeter Street, Suite 210		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2175900	METALTEC STEEL ABRASIVE CO.	
Registration Number:	1891894		
Registration Number:	1971735	ULTRA-BLAST	
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:	michael.barys@thomsonreuters.com		
Correspondent Name:	Jonathan Stoian		
Address Line 1:	100 Light Street		
Address Line 4:	Baltimore, MARYLAND 21202		
NAME OF SUBMITTER:	Jonathan Stoian		
SIGNATURE:	/Michael Barys TR/		
DATE SIGNED:	10/21/2014		
Total Attachments: 7			
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TRADEMARK

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE “SUBORDINATION AGREEMENT”) BY AND AMONG PATRIOT CAPITAL III SBIC, L.P., PATRIOT CAPITAL III, L.P., RGA REINSURANCE COMPANY, METALTEC STEEL ABRASIVE COMPANY (“METALTEC STEEL”), METALTEC ACQUISITION CORP. (TOGETHER WITH METALTEC STEEL, THE “BORROWERS”), METALTEC GROUP HOLDINGS, LLC, METALTEC HOLDINGS, INC., RSW PROPERTIES, LLC AND ABACUS FINANCE GROUP, LLC, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE BORROWERS PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF OCTOBER 10, 2014 AMONG THE BORROWERS, SENIOR AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS SUCH CREDIT AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of October 10, 2014, is made by METALTEC STEEL ABRASIVE COMPANY, a Michigan corporation (the “Grantor”), in favor of Patriot Capital III SBIC, L.P., in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, Metaltec Acquisition Corp., a Michigan corporation (“Metaltec Acquisition”, and together with Grantor, collectively, “Borrowers” and each a “Borrower”), the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to each Borrower;

WHEREAS, in connection with the Credit Agreement, Grantor, the other Loan Parties and Agent are entering into that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, this Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not otherwise defined in the Collateral Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges and grants to Agent, for the ratable benefit of the Secured Parties, a continuing second priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

METALTEC STEEL ABRASIVE COMPANY

By: _____

Name: Bruce Keener

Title: President

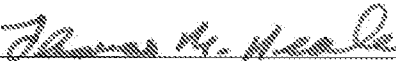
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (PATRIOT/METALTEC 2014)]

TRADEMARK
REEL: 005384 FRAME: 0827

ADMINISTRATIVE AGENT:

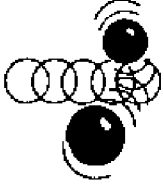
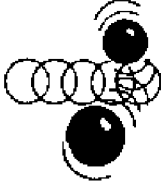
PATRIOT CAPITAL III SBIC, L.P.,
as Administrative Agent and a Lender

By: Patriot Partners III SBIC, LLC
its General Partner

By: 
Thomas M. Neale
Managing Member

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Number	Registration Date
Metaltec Steel Abrasive Company	METALTEC STEEL ABRASIVE CO.	2175900	July 28, 1998
Metaltec Steel Abrasive Company		1891894	May 2, 1995
Metaltec Steel Abrasive Company	ULTRA-BLAST	1971735	April 30, 1996
Metaltec Steel Abrasive Company		M15079	December 3, 1992