

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Penrod Company		03/30/2015	CORPORATION: VIRGINIA
Penrod International, LLC		03/30/2015	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3993585	BALL BEARING LITE	
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:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-13086		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	03/31/2015		
Total Attachments: 5			

OP \$40.00 3993585

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FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This First Amendment to Patent and Trademark Security Agreement (this "Amendment") is made as of this 30th day of March, 2015, by and among the Grantors listed on the signature pages hereof (collectively, the "Grantors" and each a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Patent and Trademark Security Agreement dated as of December 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Agreement") by Grantors in favor of Agent, each Grantor has, among other things, granted to Agent a security interest in and lien on the Patents and Trademarks; and

WHEREAS, pursuant to the terms of Credit Agreement, if Grantors shall have obtained rights to any new Patents or Trademarks, Grantors shall execute an amendment to the Agreement with respect thereto.

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, the parties hereby agree as follows:

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

2. AMENDMENTS.

(a) Exhibit A to the Agreement is hereby amended by adding thereto the trademark listed on Schedule A hereto, which shall hereafter be part of the Trademarks and subject to Agent's security interest and lien.

(b) Section 7 of the Agreement is hereby amended and restated as follows:

7. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

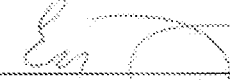
3. AFFIRMATION OF EXISTING REPRESENTATIONS, WARRANTIES AND COVENANTS. Each Grantor hereby ratifies and affirms its obligations under the Agreement and confirms that the representations and warranties made by it pursuant to the Agreement are true, correct and complete in all respects.

4. SUPPLEMENT, NO NOVATION. This Amendment is a supplement to the Agreement and not a novation thereof. Except as expressly set forth in this Amendment, the terms of the Agreement shall continue in full force and effect without modification thereto.

[signature pages follow]

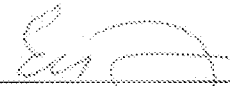
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

THE PENROD COMPANY

By:  _____

Name: Edward A. Heidt, Jr.
Title: Chief Executive Officer

PENROD INTERNATIONAL, LLC

By:  _____

Name: Edward A. Heidt, Jr.
Title: Manager

AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: *Keith Moellering*
Name: Keith Moellering
Title: Senior Vice President

Signature Page to First Amendment to Patent and Trademark Security Agreement (Penrod)

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TRADEMARK
REEL: 005488 FRAME: 0703

SCHEDULE A

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Country of Registration</u>
The Penrod Company	BALL BEARING LITE	3993585	USA

Schedule A to First Amendment to Patent and Trademark Security Agreement (Penrod)