

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348863

<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>
Roto-Die Company, Inc.		11/17/2014	CORPORATION: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as agent		
<b>Street Address:</b>	500 W. Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86417223	BLADESHIELD	
<b>Serial Number:</b>	86401461	TEXTURFLEX	
<b>Registration Number:</b>	1414602	FOCUSED AIR	
<b>Registration Number:</b>	4085205	ACCUSTRIKE	
<b>Registration Number:</b>	3730895	ACCUFLEX	
<b>Registration Number:</b>	3730896	FLEXPREMIER	
<b>Registration Number:</b>	3217544	ROTOMETRICS	
<b>Registration Number:</b>	4530680	ACCUSMART	
<b>Registration Number:</b>	4131467	ACCUSTAR	
<b>Registration Number:</b>	2149323	HARDCASE	
<b>Registration Number:</b>	2247067		
<b>Registration Number:</b>	2785437		
<b>Registration Number:</b>	2671521		
<b>Registration Number:</b>	2078037	ROTOMETRICS	
<b>Registration Number:</b>	4585349	ACCUPRIME	
<b>Registration Number:</b>	4534544	ACCUBASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

CH \$415.00 86417223

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312 558-6352  
**Email:** lkonrath@winston.com  
**Correspondent Name:** Laura Konrath  
**Address Line 1:** 35 W Wacker Drive  
**Address Line 2:** Winston & Strawn LLP, Suite 4200  
**Address Line 4:** Chicago, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	5024-78
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<b>NAME OF SUBMITTER:</b>	I
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<b>SIGNATURE:</b>	/Laura L. Konrath/
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<b>DATE SIGNED:</b>	07/22/2015
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**Total Attachments: 5**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of November 17, 2014 is made by the Person listed on the signature page hereof (the "Grantor") in favor of GENERAL ELECTRIC CAPITAL CORPORATION ("GE Capital"), as administrative agent ("Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, ROTOMETRICS HOLDINGS, INC., a Delaware corporation, ROTO HOLDINGS, INC., a Delaware corporation, Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of November 17, 2014 (the "Closing Date") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States "intent-to-use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by Grantor under this IP Security Agreement secures the payment of all Obligations of

Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

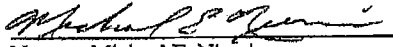
SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties 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.

[Signature Pages Follow]

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

ROTO-DIE COMPANY, INC.,

By:   
Name: Michael E. Niemiec  
Title: CFO and Assistant Secretary

[Signature Page to IP Security Agreement]

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Agent

By: 

Name:

Title:

**Michael D. TerHorst**  
**Duly Authorized Signatory**

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 005582 FRAME: 0664**

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Country	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date
United States of America	BLADESHIELD	Pending	86/417223	10/07/2014		
United States of America	TEXTURFLEX	Pending	86/401461	09/22/2014		
United States of America	FOCUSED AIR	Registered	73/555958	08/29/1985	1414602	10/21/1986
United States of America	ACCUSTRIKE	Registered	85/279655	03/29/2011	4085205	01/10/2012
United States of America	ACCUFLEX	Registered	77/729491	05/05/2009	3730895	12/29/2009
United States of America	FLEXPREMIER	Registered	77/729499	05/05/2009	3730896	12/29/2009
United States of America	ROTOMETRICS (Stylized and/or with Design)	Registered	78/853527	04/04/2006	3217544	03/13/2007
United States of America	ACCUSMART	Registered	85/853985	02/19/2013	4530680	05/13/2014
United States of America	ACCUSTAR	Registered	85/402135	08/19/2011	4131467	04/24/2012
United States of America	HARDCASE	Registered	75/266533	03/31/1997	2149323	04/07/1998
United States of America	Miscellaneous Design	Registered	75/296527	05/22/1997	2247067	05/25/1999
United States of America	Miscellaneous Design (Plastic Container)	Registered	76/310161	09/07/2001	2785437	11/25/2003
United States of America	Miscellaneous Design (Bracket)	Registered	76/310160	09/07/2001	2671521	01/07/2003
United States of America	ROTOMETRICS	Registered	75/008701	10/20/1995	2078037	07/08/1997
United States of America	ACCUPRIME	Registered	85/853995	02/19/2013	4585349	08/12/2014
United States of America	ACCUBASE	Registered	85/854000	02/19/2013	4534544	05/20/2014