

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM349722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chassix, Inc.		07/29/2015	CORPORATION: DELAWARE
Diversified Machine, Inc.		07/29/2015	CORPORATION: DELAWARE
Diversified Machine Montague, LLC		07/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
DMI Edon LLC		07/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Concord International, Inc.		07/29/2015	CORPORATION: DELAWARE
SMW Automotive, LLC		07/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	225 Fifth Avenue		
Internal Address:	Three PNC Plaza, 6th Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3060849	DYNATURN	
Serial Number:	85422217	ALUTECH	
Serial Number:	85502145	ALUTECH	
Serial Number:	85422466	SMW AUTOMOTIVE	
Serial Number:	85945253	CHASSIX	
Serial Number:	85946638	CHASSIX	
Serial Number:	85945295	CHASSIX AUTOMOTIVE	
Serial Number:	85945314	CHASSIX METALCRAFT	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$215.00 3060849

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

Phone: 734-930-0121
Email: asujek@bodmanlaw.com
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
SIGNATURE:	/Angela Alvarez Sujek/
DATE SIGNED:	07/30/2015

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of July 29, 2015, among the signatories hereto (each, a “Grantor”) in favor of PNC BANK, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Senior Secured ABL Loan, Security and Guaranty Agreement, dated as of July 29, 2015 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Loan Agreement”; capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth in the ABL Loan Agreement), by and among each Grantor, certain other affiliates of each Grantor, certain lenders party thereto and the Collateral Agent; and

WHEREAS, under the terms of the ABL Loan Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

(b) (i) All letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all reissues,

continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

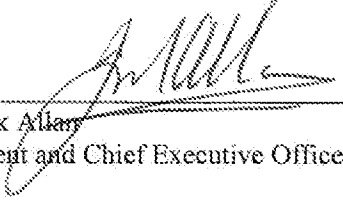
SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the ABL Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the ABL Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the ABL Loan Agreement, the provisions of the ABL Loan Agreement shall govern.

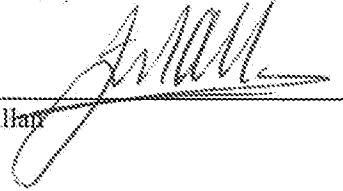
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


CHASSIX, INC.,
as a Grantor
DIVERSIFIED MACHINE, INC.,
as a Grantor
DIVERSIFIED MACHINE MONTAGUE, LLC,
as a Grantor
DMI EDON LLC,
as a Grantor

By: 
Name: J. Mark Allan
Title: President and Chief Executive Officer

CONCORD INTERNATIONAL, INC.,
as a Grantor
SMW AUTOMOTIVE, LLC,
as a Grantor

By: 
Name: J. Mark Allan
Title: President

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Kevin Rich
Title: Assistant Vice President

Schedule 1
Trademarks

UNITED STATES TRADEMARKS

Federal Registrations:

Owner	Trademark	Registration Date	Registration No.
DMI Edon LLC	DYNATURN	February 21, 2006	3,060,849

Federal Applications:

Owner	Trademark	Application Date	App. No.
Concord International, Inc.	ALUTECH	September 14, 2011 1(b) status/ITU	85/422,217
Concord International, Inc.	ALUTECH & Design 	December 22, 2011 1(b) status/ITU	85/502,145
Concord International, Inc.	SMW AUTOMOTIVE & Design	September 14, 2011 1(b) status/ITU	85/422,466
Chassix, Inc.	CHASSIX	May 29, 2013 1(b) status/ITU	85/945,253
Chassix, Inc.	CHASSIX & Design 	May 30, 2013 1(b) status/ITU	85/946,638
Chassix, Inc.	CHASSIX AUTOMOTIVE & Design 	May 29, 2013 1(b) status/ITU	85/945,295
Chassix, Inc.	CHASSIX METALCRAFT & Design 	May 29, 2013 1(b) status/ITU	85/945,314

Schedule 2**Patents****UNITED STATES PATENTS**

Registered Owner	Patent	Registration #	Registration Date
Diversified Machine, Inc.	Wheel Bearing Retainer	8740467	6/3/14
SMW Automotive, LLC	Apparatus For Final Finishing A Wheel Hub Of A Knuckle Assembly And Related Method	8656568	2/25/14
Diversified Machine, Inc.	Knuckle and bushing assembly	8444158	5/21/13
Diversified Machine Montague, LLC	Mold Loading in Low-Pressure Casting	5601135	2/11/97
DMI Edon LLC	Measuring And Testing Device Incorporating An Air Gauge	7509863	3/31/09
DMI Edon LLC	Brake Rotor Assembly and Method for Making Same	6708589	3/23/04
Diversified Machine Montague, LLC	Flexible Manufacturing and Workpiece Transfer System	6745454	6/08/04
Diversified Machine Montague, LLC	Quick-Change Lock Assembly for Casting Machine Fill Tubes	6755235	6/29/04
Diversified Machine Montague, LLC	Mold Temperature Control for Casting System	6763879	7/20/04
Diversified Machine Montague, LLC	Method for Filling a Mold	6779588	8/24/04
Diversified Machine Montague, LLC	Safety Block Device for Use in a Press Device	6938673	9/06/05
Diversified Machine Montague, LLC	Method and Apparatus for Venting a Gas in a Lined Pressure Furnace	6994148	2/7/06
DMI Edon LLC	Knuckle Hub Assembly and Method for Making Same	6485109	11/26/02
DMI Edon LLC	Knuckle Hub Fixture Assembly and Method of Using Same	6212981	4/10/01
DMI Edon LLC	Zero Roll Suspension System	6550797	4/22/03
DMI Edon LLC	Knuckle hub assembly and method for making same	RE42914	11/15/11

DMI Edon LLC	Knuckle hub assembly and method for making same	7716833	5/18/10
DMI Edon LLC	Knuckle hub assembly and method for making same	6450584	9/17/02
Diversified Machine, Inc.	Rear end gear box with offset input shaft for racing cars	8307728	11/13/12
Diversified Machine, Inc.	Rear end gear box housing with offset input	D620848	8/3/10
Diversified Machine, Inc.	Wheel bearing dust cap for racing cars	7314256	1/1/08

Applications:

Owner/Inventor	Patent	Application #	Application Date	Publication #	Publication Date
Diversified Machine, Inc.	Wheel Assembly and Method for Making Same	12/709986	2/22/10	20100257737	10/14/10
Diversified Machine, Inc.	Knuckle and bushing assembly	PCTUS1062568	12/30/10	WO/2012/002991	01/05/12
Diversified Machine, Inc.	Knuckle and bushing assembly	13/869298	4/24/13	US 2013-0232765 A1	09/12/13
Diversified Machine, Inc.	Rear end gear box cover for racing cars	14/153564	1/13/14	US 2015-0198232 A1	07/16/15