

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM359448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK RELEASE AND REASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association		10/19/2015	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NN, Inc.		
Street Address:	2000 Waters Edge Drive		
City:	Johnson City		
State/Country:	TENNESSEE		
Postal Code:	37604		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	86005604	D	
Serial Number:	86005602	D	
Serial Number:	86005614	IMC	
Serial Number:	86005611	IMC	
Serial Number:	86005599	INSPIRED BY INNOVATION	
Serial Number:	86005600	INSPIRED BY INNOVATION INC	
Serial Number:	75493860	NN	
Serial Number:	86005594	NN INC	
Serial Number:	86005606	W WHIRLAWAY CORPORATION	
Serial Number:	86005608	WHIRLAWAY	
Serial Number:	74209066	AUTOCAM	
Serial Number:	76459344	AUTOCAM	
Serial Number:	76459343	AUTOCAM	
Serial Number:	85807452	AUTOCAM	
Serial Number:	85584979	CCH	
Serial Number:	85584962	NO MORE WIMPY CLIPS	
CORRESPONDENCE DATA			
Fax Number:	2165790212		

TRADEMARK

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.

Phone: (216) 586-7796
Email: skoston@jonesday.com
Correspondent Name: JONES DAY
Address Line 1: 901 LAKESIDE AVENUE
Address Line 2: NORTH POINT
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	601755-049199-NN
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NAME OF SUBMITTER:	Sheryl H. Love
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SIGNATURE:	/Sheryl H. Love/
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DATE SIGNED:	10/21/2015
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Total Attachments: 5

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release**”) is made as of October 19, 2015 by KEYBANK NATIONAL ASSOCIATION, as administrative agent for certain financial institutions (“**Agent**”) in favor of NN, Inc., a Delaware corporation (“**NN**”).

WITNESSETH:

WHEREAS, Agent and NN are party to that certain Intellectual Property Security Agreement – U.S. Borrower, dated as of March 13, 2009, as confirmed by that certain Confirmation of Intellectual Property Security Agreement dated as of December 2, 2010 and as further confirmed by that certain Confirmation of Intellectual Property Security Agreement dated as of October 26, 2012 (as amended, restated, modified or supplemented from time to time, the “**Security Agreement**”; terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which NN assigned, transferred, conveyed and granted to Agent, for the benefit of the Lenders, a security interest in, a general lien upon and/or a right to set-off against (whether then owned or thereafter acquired by NN and whether acquired in the United States or elsewhere in the world) all right, title and interest of NN in and to the Trademark Collateral (as defined below), whether then existing or thereafter acquired (the “**Security Interest**”); and

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office (the “**USPTO**”) on March 25, 2009, at Reel/Frame 3959/0061; and

WHEREAS, Agent acknowledges full payment and performance of the secured obligations and accordingly has agreed to terminate and release the entirety of its Security Interest in and to NN’s Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

1. Agent hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests in all of NN’s right, title and interest in and to all of the following (the “**Trademark Collateral**”):

(a) all trademarks, trade names and service marks registered with the USPTO (including, without limitation, those listed on Schedule A to this Release);

(b) all applications for the registration of trademarks, trade names and service marks filed with the USPTO (including, without limitation, those listed on Schedule A to this Release);

(c) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(d) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(e) all registrations and recordings with respect to any of the foregoing;

(f) all reissues, extensions and renewals of any of the foregoing;

(g) all corporate names, business names, trade styles, logos, other source or business identifiers;

(h) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(i) all rights to sue for past, present or future infringements of any of the foregoing;

(j) all good will related to any of the foregoing;

(k) to the extent not included above, all general intangibles (as such term is defined in the UCC) of NN related to the foregoing; and

(l) all proceeds of any and all of the foregoing.

2. Agent hereby reassigns, grants and conveys to NN, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral. If and to the extent Agent has acquired any right, title or interest to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to NN.

3. Agent shall take all further actions, reasonably acceptable to Agent, and provide to NN and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by NN, each at NN's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed by its duly authorized officers as of the day and year first above written.

KEYBANK NATIONAL ASSOCIATION,
as Agent

By:


Paul A. Taubeneck
Name: Paul A. Taubeneck

Title: Senior Vice President

EXHIBIT A

Trademarks

OWNER	TRADEMARK	REGISTRATION NO./SERIAL No.	FILE DATE
NN, Inc.	D 	SN:86-005604	July 9, 2013
NN, Inc.	D and Design 	SN:86-005602	July 9, 2013
NN, Inc.	IMC 	SN:86-005614	July 9, 2013
NN, Inc.	IMC and Design 	SN:86-005611	July 9, 2013
NN, Inc.	INSPIRED BY INNOVATION 	SN:86-005599	July 9, 2013
NN, Inc.	INSPIRED BY INNOVATION INC and Design 	SN:86-005600	July 9, 2013
NN, Inc.	INSPIRED BY INNOVATION INC and Design 	App. No. 1181606	August 19, 2013
NN, Inc.	INSPIRED BY INNOVATION INC and Design 	App. No. 1181606	August 19, 2013
NN, Inc.	NN	SN:75-493860	June 1, 1998
NN, Inc.	NN INC and Design 	SN:86-005594	July 9, 2013
NN, Inc.	NN INC and Design	App. No. 1187838	August 19, 2013

OWNER	TRADEMARK	REGISTRATION NO./SERIAL No.	FILE DATE
			
NN, Inc.	NN INC and Design 	App. No. 1187838	August 19, 2013
NN, Inc.	W WHIRLAWAY CORPORATION and Design 	SN:86-005606	July 9, 2013
NN, Inc.	WHIRLAWAY WHIRLAWAY	SN:86-005608	July 9, 2013
Autocam Corporation	Autocam and Design	74/209066	September 30, 1991
Autocam Corporation	Autocam	76/459344	October 18, 2002
Autocam Corporation	Autocam and Design	76/459343	October 18, 2002
Autocam Corporation	Autocam and Design	85/807452	December 20, 2012
Industrial Molding Corporation	CCH	85/584979	March 30, 2012
Industrial Molding Corporation	NO MORE WIMPY CLIPS	85/584962	March 30, 2012