

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359624

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900339730

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Columbus Steel Castings Company		10/02/2015	CORPORATION: DELAWARE
Zero Manufacturing, Inc.		10/02/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Private Equity Opportunities LP
<b>Street Address:</b>	200 West Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0311490	G
Registration Number:	2297263	B85
Registration Number:	2990038	COLUMBUS STEEL CASTINGS
Registration Number:	1660741	G
Registration Number:	2861101	C
Registration Number:	4554789	COLUMBUS CASTINGS
Registration Number:	1032120	ZERO CENTURION
Registration Number:	0523599	B
Serial Number:	86018504	Z

## CORRESPONDENCE DATA

Fax Number: 2128594000

*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: 212-859-8778

Email: novika.ishar@friedfrank.com

Correspondent Name: Novika Ishar

Address Line 1: One New York Plaza

TRADEMARK

<b>Address Line 4:</b>	New York, NEW YORK 10004
<b>ATTORNEY DOCKET NUMBER:</b>	2278-3759
<b>NAME OF SUBMITTER:</b>	Novika Ishaar
<b>SIGNATURE:</b>	/NI/
<b>DATE SIGNED:</b>	10/22/2015
<b>Total Attachments: 5</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

GRANT OF A SECURITY INTEREST -- TRADEMARKS

WHEREAS, Columbus Steel Castings Company, a Delaware corporation ("Columbus"), and Zero Manufacturing, Inc., a Delaware corporation ("Zero" and together with Columbus, collectively the "Grantors" and each a "Grantor") hold all right, title and interest in, to and under, the Trademarks listed on the attached Schedule A, which Trademarks are registered or applied for in the United States Patent and Trademark Office; and

WHEREAS, the Grantor has entered into a Term Pledge and Security Agreement, dated September 17, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Private Equity Opportunities LP, as the Agent for the Secured Parties (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral, whether now owned or existing or hereinafter acquired or arising, to secure the prompt payment, performance and observance of the Secured Obligations:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to Grantee for the benefit of the other Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under any Trademarks and Licenses thereof (excluding any Intent-to-Use Trademark Application (as defined in the Security Agreement), but solely during the period in which any trademark application remains an Intent-to-Use Application), together with, among other things, the goodwill of the business symbolized by or connected with the use of such Trademarks, the applications therefor and registrations thereof, and all proceeds thereof and revenue therefrom, including, without limitation, any and all causes of action which may exist by reason of infringement or other violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

SECTION 3. Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 4. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT

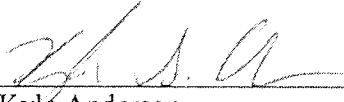
OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

SECTION 5. Counterparts. This Grant of a Security Interest may be executed originally or by facsimile or other means of electronic transmission and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

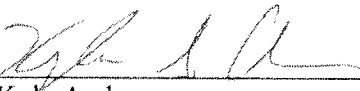
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IN WITNESS WHEREOF, the Grantor has caused this Grant to be duly executed by its officer thereunto duly authorized as of October 2, 2015.

COLUMBUS STEEL CASTINGS COMPANY

By:   
Name: Kyle Anderson  
Title: Treasurer

ZERO MANUFACTURING, INC.

By:   
Name: Kyle Anderson  
Title: Treasurer






SCHEDULE A

to

GRANT OF A SECURITY INTEREST – TRADEMARKS


TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>Current Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Columbus Steel Castings Company	 (class 006)	0,311,490	03/27/1934
Columbus Steel Castings Company	B85	2,297,263	12/07/1999
Columbus Steel Castings Company		2,990,038	08/30/2005
Columbus Steel Castings Company	 (class 012)	1,660,741	10/15/1991
Columbus Steel Castings Company		2,861,101	07/06/2004
Columbus Steel Castings Company	 COLUMBUS CASTINGS	4,554,789	06/24/2014
Zero Manufacturing, Inc.	ZERO CENTURION	1,032,120	2/3/1976
Columbus Steel Castings Company	B	0523599	04/04/1950

10134395.4

Trademark Applications:

<u>Company</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
Columbus Steel Castings Company		86/018,504	07/24/2013

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