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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM366796

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Grant of A Security Interest

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MUSKEGON CASTINGS, LLC		10/27/2015	LIMITED LIABILITY COMPANY: DELAWARE

# **RECEIVING PARTY DATA**

Name:	BANK OF MONTREAL, AS ADMINISTRATIVE AGENT
Street Address:	111 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	chartered bank: CANADA

# **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4578457	TRUE NORTH LIGHTING
Registration Number:	4526470	TRUE NORTH LIGHTING
Registration Number:	2912849	
Registration Number:	2904892	PORT CITY GROUP

# **CORRESPONDENCE DATA**

**Fax Number:** 3109563154

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:** 310.315.8239

Email:edavenport@mcguirewoods.comCorrespondent Name:Raisa J. Garvin, McGuireWoods LLP

Address Line 1: 1800 Century Park East

Address Line 2: 8th Floor

Address Line 4: Los Angeles, CALIFORNIA 90067-1501

NAME OF SUBMITTER: Raisa J. Garvin	
(D : 1 0 : /	
SIGNATURE: /Raisa J. Garvin/	
<b>DATE SIGNED:</b> 12/22/2015	

**Total Attachments: 4** 

TRADEMARK REEL: 005694 FRAME: 0852

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source=Active\_73581658\_1\_Pace - Amendment to Trademark Security Agreement (Post-conversion of Muskegon Alloy)#page1.tif

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TRADEMARK REEL: 005694 FRAME: 0853

### AMENDMENT TO GRANT OF A SECURITY INTEREST - TRADEMARKS

This Amendment to Grant of a Security Interest - Trademarks (this "Amendment") is dated as of October 27, 2015, and is between MUSKEGON CASTINGS, LLC, a Delaware limited liability company ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

**WHEREAS**, Grantor entered into a Grant of a Security Interest - Trademarks dated as of June 30, 2015 in favor of the Grantee, which Grant of a Security Interest - Trademarks was recorded with the United States Patent and Trademark Office on June 30, 2015 at Reel/Frame: 5565/0761 (as amended, restated, supplemented, or otherwise modified before the date of this Amendment, the "**Trademark Security Agreement**");

**WHEREAS**, Grantor has informed the Grantee that Grantor has (i) converted from a Michigan corporation to a Delaware limited liability company and (ii) changed its name from Muskegon Castings Corp. to Muskegon Castings, LLC (collectively, the "**Conversion**"); and

**WHEREAS**, in connection with the Conversion, the Grantee and Grantor desire to amend certain terms and provisions of the Trademark Security Agreement as set forth herein.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **Definitions**. Defined terms used but not defined in this Amendment are as defined in the Trademark Security Agreement.
- 2. **Amendment**. Effective as of the Amendment Effective Date (as defined below), the Trademark Security Agreement is hereby amended so that each reference in the Trademark Security Agreement to Muskegon Castings Corp., a Michigan corporation, or to "Muskegon Castings Corp.", shall be amended to mean and be a reference to Muskegon Castings, LLC, a Delaware limited liability company.
- 3. **Conditions**. This Amendment shall become effective on the date this Amendment shall have been executed and delivered by Grantee and Grantor (that date, the "**Amendment Effective Date**"). Grantee's delivery to Grantor of a copy of this Amendment executed by all necessary parties described in this Section 3 shall be deemed evidence that the Amendment Effective Date has occurred.
- 4. **Miscellaneous**. (a)This Amendment is governed by, and is to be construed in accordance with, the laws of the State of Illinois. Each provision of this Amendment is severable from every other provision of this Amendment for the purpose of determining the legal enforceability of any specific provision.

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- (b) This Amendment binds Grantee and Grantor and their respective successors and assigns, and will inure to the benefit of Grantee and Grantor and the successors and assigns of Agent.
- (c) Except as specifically modified by the terms of this Amendment, all other terms and provisions of the Trademark Security Agreement are incorporated by reference in this Amendment and in all respects continue in full force and effect. Grantor, by execution of this Amendment, hereby reaffirms, assumes, and binds themselves to all applicable obligations, duties, rights, covenants, terms, and conditions that are contained in the Trademark Security Agreement, as amended hereby (including the granting of any Liens in favor of Grantee).
  - (d) This Amendment is a Loan Document.
- (e) The parties may sign this Amendment in several counterparts, each of which will be deemed to be an original but all of which together will constitute one instrument.

[SIGNATURE PAGES TO FOLLOW]

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The parties are signing this Amendment to Trademark Security Agreement as of the date stated in the introductory clause.

MUSKEGON CASTINGS, LLC

By:

Name: Craig Potter
Title: Vice President

**REEL: 005694 FRAME: 0856** 

BANK OF MONTREAL,

as Administrative Agent

Name

Title: Nord

Paca - Amendment to Grant of a Security Interest - Trademarks

TRADEMARK REEL: 005694 FRAME: 0857