

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Assignment of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlas Asset Acquisition, LLC		01/29/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	First Merit Bank, N.A.		
Street Address:	222 N. LaSalle Street		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Administrative Agent: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1486755	ATLAS	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<i>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.</i>			
Phone:	3124605000		
Email:	patentdocket_chi@seyfarth.com		
Correspondent Name:	Patrick T. Muffo		
Address Line 1:	131 S. DEARBORN ST., SUITE 2400		
Address Line 2:	Seyfarth Shaw LLP		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	072119-000059		
NAME OF SUBMITTER:	Patrick T. Muffo		
SIGNATURE:	/Patrick T. Muffo/		
DATE SIGNED:	02/22/2016		
Total Attachments: 7			
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COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of January 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement") is executed by ATLAS ASSET ACQUISITION, LLC, a Delaware limited liability company (the "Assignor"), to and for the benefit of FIRST MERIT BANK, N.A., as Administrative Agent (the "Administrative Agent") for the lenders (the "Lenders") from time to time party to the Credit Agreement described below.

R E C I T A L S:

A. Pursuant to that certain Credit and Security Agreement of even date herewith entered into among Assignor, as Borrower, AWH, LLC, a Delaware limited liability company ("Holdings"), the Administrative Agent and the Lenders (as originally executed and as may be amended, modified, supplemented, restated or replaced, the "Credit Agreement"), the Administrative Agent and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans and other financial accommodations to Borrower (collectively, the "Credit Facilities"). Capitalized terms used in this Trademark Agreement and not otherwise defined shall have the meanings given to them in the Credit Agreement.

B. Under the terms of the Credit Agreement, the Assignor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Assignor, and has agreed to execute and deliver this Trademark Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

C. As a condition to the Lenders entering into the Credit Agreement and making the Credit Facilities available, the Lenders require that the Assignor enter into this Trademark Agreement in order to secure the Obligations and performance of the Assignor hereunder and under the Credit Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, which are hereby incorporated herein as true, and the mutual promises and agreements contained herein, the Assignor and the Administrative Agent hereby agree as follows:

1. Grant of Security. Assignor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a security interest in and to all of the right, title and interest of Assignor in, to and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the

registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Assignor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Agreement upon request by the Administrative Agent.

3. Loan Documents. This Trademark Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark 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 to this Trademark Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Agreement.

5. Successors and Assigns. This Trademark Agreement and all rights and liabilities hereunder and in and to any and all Trademark Collateral shall inure to the benefit of the Administrative Agent and its permitted successors and assigns, and shall be binding on the Assignor, its administrators, successors and assigns.

6. Governing Law. This Trademark Agreement has been made and entered into in Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois.

7. Duration and Effect. This Trademark Agreement shall remain and continue in full force and effect (notwithstanding, without limitation, the dissolution of Assignor) from the date hereof until all of the Obligations have been Paid in Full. Thereupon, this Trademark Agreement shall terminate and the Administrative Agent shall release any Trademark Collateral

still subject to a lien to secure the Obligations which has not been sold or otherwise disposed of in accordance with the Credit Agreement and applied toward the satisfaction of the Obligations hereunder, and the Administrative Agent shall release its lien on any such Trademark Collateral, and deliver any necessary assignment executed by the Administrative Agent in blank, at the Assignor's expense. Assignor acknowledges that this Trademark Agreement is and shall be effective upon execution by the Assignor and delivery to and acceptance hereof by the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute any acceptance hereof or otherwise to signify or express its acceptance hereof to the Assignor.

[Signature Page Follows]

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

ASSIGNOR:

ATLAS ASSET ACQUISITION, LLC

By: Bruce Leska
Name: Bruce Leska
Title: President and Chief Executive
Officer

AGREED TO AND ACCEPTED:

FIRST MERIT BANK, N.A.,
as Administrative Agent

By: _____
Name: Jacqueline M. Hopkins
Title: Managing Director

Signature page to Collateral Assignment of Trademark

TRADEMARK
REEL: 005736 FRAME: 0735

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

ASSIGNOR:

ATLAS ASSET ACQUISITION, LLC

By: _____
Name: Bruce Leska
Title: President and Chief Executive
Officer

AGREED TO AND ACCEPTED:

FIRST MERIT BANK, N.A.,
as Administrative Agent

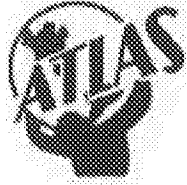
By: *Jacqueline Hopkins*
Name: Jacqueline M. Hopkins
Title: Managing Director

Signature page to Collateral Assignment of Trademark


TRADEMARK
REEL: 005736 FRAME: 0736

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>U.S. Trademark Registrations</u>			
Country	Mark	Reg. Date	Reg. Number
US	ATLAS 	June 15, 1987	1486755 *this mark has been cancelled

<u>U.S. Trademark Applications</u>			
None.			

<u>State Trademark Registrations</u>			
State	Mark	Reg. Date	Reg. No.
Illinois	ATLAS 	June 27, 1988	62613

<u>Non-U.S. Trademark Registrations</u>			
None.			

<u>Non-U.S. Trademark Applications</u>			
None.			

Common Law Trademarks

None.

Tradenames: Atlas Wire Corporation, Atlas Wire Corp, and Atlas Wire Corp.