

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM379410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trialon Corporation		03/25/2016	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	First National Bank of Pennsylvania		
Street Address:	55 Public Square		
Internal Address:	Suite 1460		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44113		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86888434	TRIALON CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Duncan H.Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	39601-1		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	04/05/2016		
Total Attachments: 14			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be further amended, restated or otherwise modified, this "Agreement") is made effective as of the 25th day of March, 2016 by TRIALON HOLDING COMPANY, a Delaware corporation ("Parent"), TRIALON ACQUISITION COMPANY, a Michigan corporation, together with its successors and assigns, including TRIALON CORPORATION, a Michigan corporation, as successor by merger upon consummation of the Trialon Acquisition and the Trialon Merger, each as defined in the Credit Agreement ("Borrower"), CRL-B, LLC, a Michigan limited liability company ("Burton Property Subsidiary") and RTC-K, LLC, a Michigan limited liability company ("Kokomo Property Subsidiary" and together with Parent, Borrower and Burton Property Subsidiary, "Grantors" and each a "Grantor"), in favor of FIRST NATIONAL BANK OF PENNSYLVANIA, a national banking association, as lender under the Credit Agreement, as hereinafter defined (together with its successors and assigns, "Lender").

1. **Recitals.**

Borrower is entering into that certain Credit and Security Agreement, dated as of the date hereof, with Lender (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement").

Each Grantor deems it to be in the direct pecuniary and business interests of such Grantor that Borrower obtain from Lender the Commitment, as defined in the Credit Agreement, and the Loans provided for in the Credit Agreement.

Each Grantor understands that Lender is willing to enter into the Credit Agreement and to grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that each Grantor grant to Lender a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Lender entering into the Credit Agreement and each financial accommodation granted to Borrower by Lender, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. **Definitions.** Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of each Grantor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, domain

names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are registered or pending as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms trade secrets and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of any Grantor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; and (h) Proceeds of any of the foregoing; provided, notwithstanding the foregoing, "Collateral" shall not include any "intent-to-use" application or any other application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a Lien thereon unless and until such time as the grant of such Lien will not affect the validity of such application for trademark registration.

"Event of Default" means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

"Proceeds" means (a) proceeds, as that term is defined in the U.C.C., and any other proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds include, without limitation, moneys, checks, and Deposit Accounts. Proceeds include, without limitation, any Account arising when the right to payment is earned under a contract right, any insurance payable by reason of loss or damage to the Collateral, and any return or unearned premium upon any cancellation of insurance. Except as expressly authorized in this Agreement or the Credit Agreement, the right of Lender to Proceeds specifically set forth herein or indicated in any financing statement shall never constitute an express or implied authorization on the part of Lender to a Grantor's sale, exchange, collection, or other disposition of any or all of the Collateral.

"USCO" means the United States Copyright Office.

"USPTO" means the United States Patent and Trademark Office.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, each Grantor hereby agrees that Lender shall at all times have, and hereby grants to Lender a security interest in all of the Collateral, including (without limitation) all of such Grantor's future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

4. Representations and Warranties. Each Grantor hereby represents and warrants to Lender as follows:

4.1. No Collateral of any Grantor has been adjudged invalid or unenforceable, except where such invalidity or lack of enforceability would not reasonably be expected to have a Material Adverse Effect on such Grantor.

4.2. The Collateral is valid and enforceable in all material respects.

4.3. No Grantor has knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for Liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, each Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to its Collateral, free and clear of all Liens.

4.5. Each Grantor has full power, authority and legal right to pledge its Collateral and enter into this Agreement and perform and observe the provisions hereof.

4.6. Each Grantor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect on such Grantor.

5. Further Assignment Prohibited. No Grantor shall enter into any agreement that is inconsistent with Grantors' obligations under this Agreement and shall not otherwise sell or assign its interest in, or, except as permitted in the Credit Agreement, grant any license or sublicense with respect to, any Intellectual Property of a Grantor, without the prior written consent of Lender. Absent such prior written consent, any attempted sale or license is null and void.

6. Reserved.

7. Standard Patent and Trademark Use. No Grantor shall use the Collateral in any manner that would jeopardize the validity or legal status thereof as determined in the reasonable business judgment of such Grantor. Each Grantor shall comply with all patent marking requirements as specified in 35 U.S.C. §287, if applicable. Each Grantor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate, as determined in the reasonable business judgment of such Grantor.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default for purposes of this Agreement.

8.2. Lender shall at all times have the rights and remedies of a secured party under the U.C.C. and the Ohio Revised Code as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

8.3. Each Grantor expressly acknowledges that Lender may record this Agreement with the USCO, the USPTO and any other applicable government office or agency whether within the U.S. or foreign, as appropriate. Contemporaneously herewith, each Grantor shall execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender in escrow until the occurrence and during the continuance of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Lender in the form reflected on the face of the Assignment and Lender may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate, or in any appropriate office in any foreign jurisdiction in which such patent, trademark, copyright or other intellectual property interest is registered, or under whose laws such property interest has been granted.

8.4. If an Event of Default shall occur and be continuing, each Grantor irrevocably authorizes and empowers Lender to terminate such Grantor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to any Grantor or any other Person or property, all of which each Grantor hereby waives, and upon such terms and in such manner as Lender may deem advisable, Lender, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that any Grantor may have therein, at any time, or from time to time. No prior notice need be given to any Grantor or to any other Person in the case of any sale of Collateral that Lender determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Lender shall give the applicable Grantor no fewer than ten (10) days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Each Grantor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights each Grantor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Lender may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as Lender, in its sole discretion, may deem advisable. Any excess, to the extent permitted by law, shall be paid to the applicable Grantor, and the obligors on the Secured Obligations shall remain liable for any deficiency. In addition, Lender shall at all times have the right to obtain new appraisals of each Grantor or the Collateral, the cost of which shall be paid by Grantors.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Each Grantor shall have the obligation and duty to perform all acts reasonably necessary to maintain or preserve the Collateral, provided that no Grantor shall be obligated to maintain any Collateral in the event such Grantor determines, in the reasonable business judgment of such Grantor, that the maintenance of such Collateral is no longer material or useful to such Grantor's business. Any and all reasonable and documented out-of-pocket fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Grantors, upon demand by Lender and, until so paid, shall be added to the principal amount of the Secured Obligations.

10. Each Grantor's Obligation to Prosecute. Except as excused pursuant to the Credit Agreement or otherwise agreed to by Lender in writing, each Grantor shall, based on its reasonable business judgment, have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred by any Grantor in connection with the Collateral shall be borne by such Grantor. No Grantor shall abandon any Collateral without the prior written consent of Lender, unless in such Grantor's judgment, such Collateral is no longer material or useful to any Grantor's business.

11. Lender's Right to Enforce. Each Grantor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action. Each Grantor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable and documented out-of-pocket costs and expenses, including attorneys' fees, incurred by Lender in connection with the provisions of this Section 11, in the event Lender elects to join in any such action commenced by any Grantor.

12. Power of Attorney. Each Grantor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, such Grantor's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Lender's Right to Perform Obligations. If any Grantor fails to comply with any of its obligations under this Agreement, Lender may, but is not obligated to, do so in the name of such Grantor or in the name of Lender but at Grantors' expense, and each Grantor hereby agrees to reimburse Lender, upon request, in full for all reasonable and documented out-of-pocket expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Each Grantor shall, upon written request of Lender, enter into such additional documents or instruments as may be reasonably required by Lender in order to effectuate, evidence or perfect the interest of Lender in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Secured Obligations shall have been paid in full and the Commitment terminated, any Grantor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof. For clarification purposes, the representations, warranties and covenants of each Grantor hereunder shall not apply to any intellectual property assets until they are owned by a Grantor and constitute Collateral hereunder.

16. Modifications for New Collateral. Each Grantor hereby authorizes Lender to modify this Agreement by amending Schedule 1 hereto to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Lender's request, each Grantor shall execute any documents or instruments reasonably required by Lender in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of any Grantor.

17. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to a Grantor, mailed or delivered to it, addressed to it at the address specified on the signature page(s) hereto, if to Lender, mailed or delivered to it, addressed to the address of Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during a Business Day, such Business Day, otherwise the following Business Day) or two (2) Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case with telephonic confirmation of receipt. All notices from a Grantor to Lender pursuant to any of the provisions hereof shall not be effective until received by Lender.

18. No Waiver or Course of Dealing. No course of dealing between any Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that Lender may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by Lender either independently or concurrently with other rights, powers and privileges and as often and in such order as Lender may deem expedient. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

21. Modifications. This Agreement may be amended or modified only by a writing signed by Grantors and Lender. No waiver or consent granted by Lender in respect of this Agreement shall be binding upon Lender unless specifically granted in writing, which writing shall be strictly construed.

22. Assignment and Successors. This Agreement shall not be assigned by any Grantor without the prior written consent of Lender. This Agreement shall be binding upon each Grantor and the successors and permitted assigns of each Grantor, and shall inure to the benefit of and be enforceable and exercisable by Lender and its successors and assigns. Any attempted assignment or transfer by any Grantor without the prior written consent of Lender shall be null and void.

23. Release of Collateral; Termination.

(a) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction not prohibited by the Credit Agreement, then (i) the Lien on such Collateral created hereby shall be automatically released and (ii) the Lender, at the request and sole expense of such Grantor, promptly shall execute and deliver to such Grantor all releases or other documents determined to be necessary or advisable to evidence the release of the Liens created hereby on such Collateral. At the request and sole expense of the Grantors, a Grantor shall be automatically released from its obligations hereunder in the event that all the capital stock of such Grantor shall be sold, transferred or otherwise disposed of in a transaction not prohibited by the Credit Agreement, and the Lender promptly shall execute and deliver to such Grantor all releases or other documents determined to be necessary or advisable to evidence such release.

(b) At such time as the Secured Obligations shall have been irrevocably paid in full, the Commitment terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, Grantors shall have the right to terminate this Agreement. Any such termination agreed to in writing by Lender shall be effective to terminate this Agreement. Upon

written request of Grantors, Lender shall promptly execute and deliver to Grantors all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in the Collateral and to re-vest in Grantors full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto. Each Grantor will indemnify Lender in all respects for all costs incurred by Lender in connection with such termination.

24. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

25. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile signature, which, when so executed and delivered, shall be deemed to be an original.

26. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of each party hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflicts of laws that would result in the application of the law of any other state. Each Grantor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cuyahoga County, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and each Grantor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Each Grantor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of forum non conveniens or otherwise. Each Grantor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of Ohio shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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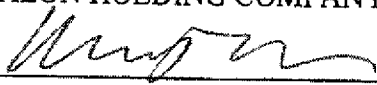
JURY TRIAL WAIVER. EACH GRANTOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE GRANTORS AND THE LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Address for each Grantor:

1465 Walli Strasse Drive
Burton, MI 48509
Attn: President

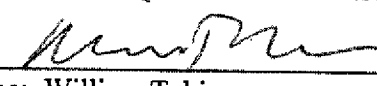
TRIALON HOLDING COMPANY

By: 
Name: William Tobin
Title: Vice President, Treasurer & Secretary


With a copy to:

c/o Resilience Capital Partners
25101 Chagrin Boulevard, Suite 350
Cleveland, Ohio 44122

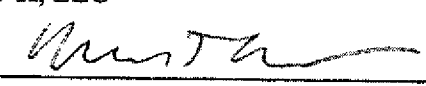
TRIALON ACQUISITION COMPANY

By: 
Name: William Tobin
Title: Vice President, Treasurer & Secretary

CRL-B, LLC

By: 
Name: William Tobin
Title: Vice President, Treasurer & Secretary

RTC-K, LLC

By: 
Name: William Tobin
Title: Vice President, Treasurer & Secretary

SCHEDULE 1

Patents

None.

Copyrights

None.

Trademarks

<u>Name</u>	<u>Application / Registration Number</u>	<u>Record Owner</u>
TRIALON CORPORATION TRIALON <small>corporation</small>	86/888/434	Trialon Corporation (applicant)

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF MARCH 25, 2016, EXECUTED BY TRIALON HOLDING COMPANY, A DELAWARE CORPORATION, TRIALON ACQUISITION COMPANY, A MICHIGAN CORPORATION, TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, INCLUDING TRIALON CORPORATION, A MICHIGAN CORPORATION, AS SUCCESSOR BY MERGER UPON CONSUMMATION OF THE TRIALON ACQUISITION AND THE TRIALON MERGER, EACH AS DEFINED IN THE RELATED CREDIT AGREEMENT, CRL-B, LLC, A MICHIGAN LIMITED LIABILITY COMPANY AND RTC-K, LLC, A MICHIGAN LIMITED LIABILITY COMPANY IN FAVOR OF FIRST NATIONAL BANK OF PENNSYLVANIA (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND IS CONTINUING AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

FIRST NATIONAL BANK OF
PENNSYLVANIA, as Lender

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS [GRANTOR] ("Grantor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Grantor has executed an Intellectual Property Security Agreement, dated as of March 25, 2016 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of FIRST NATIONAL BANK OF PENNSYLVANIA as Lender (together with its successors and assigns, the "Lender"), pursuant to which Grantor has granted to Lender a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence and during the continuance of an Event of Default, as defined in the Agreement, and Lender's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender and its successors, transferees and assigns, all of Grantor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, copyright registrations, and domain name registrations whether federal, state or foreign; (b) common law trademark rights, copyrights, trade secrets improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Grantor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office, or (iii) registered or pending registration in any foreign jurisdiction.

This Assignment shall be effective only upon certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on March [____], 2016.

[GRANTOR]

By: _____
Name: _____
Title: _____

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