

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement (ECKA)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCM METAL PRODUCTS, INC.		03/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SJC DLF II-Q, LLC, as Agent		
Street Address:	1700 East Putnam Avenue, Suite 207		
Internal Address:	c/o Czech Asset Management, L.P.		
City:	Old Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06870		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0538975	CUBOND	
Registration Number:	4351760	GLOBAL SOLUTIONS IN METAL POWDERS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F162494		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	04/14/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of March 31, 2016, is among the Person listed on the signature page hereof (the “Grantor”) and SJC DLF II-Q, LLC, in its capacities as agent for the other Finance Parties and as security trustee for the Secured Parties, in each case under and as defined in the Facilities Agreement defined below (in such capacity, together with its successors and permitted assigns, the “Agent”).

WITNESSETH:

WHEREAS, this IP Security Agreement is being entered into in connection with (i) that certain Facilities Agreement dated as of the date hereof, by and among ECKA GRANULES HOLDING S.À R.L, a société à responsabilité limitée incorporated under the laws of Luxembourg, the Original Borrowers listed in Part I of Schedule I thereto (together with any other party that accedes to such agreement with the consent of the Agent as a borrower, collectively, the “ECKA Borrowers”), the Original Guarantors listed in Part I of Schedule I thereto, the Original Lenders listed in Part II of Schedule I thereto (the “ECKA Lenders”), and Agent (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Facilities Agreement”); (ii) that certain Guaranty and Suretyship Agreement dated as of the date hereof, by and among BISON HOLDING CORPORATION, a Delaware corporation (“BHC”), BISON ACQUISITION II CORPORATION, a Delaware corporation (“Bison Acquisition II”), BISON ACQUISITION CORPORATION, a Delaware corporation (“Bison Acquisition”), SCM METAL PRODUCTS, INC., a Delaware corporation (“SCM”), ACUPOWDER INTERNATIONAL, L.L.C., a New Jersey limited liability company (“ACPI”), ACUPOWDER TN LLC, a New Jersey limited liability company (“ACPTN”), ECKA GRANULES OF AMERICA LLC, a South Carolina limited liability company (“ECKA LLC”) and the Agent (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Guaranty”); and (iii) that certain Pledge and Security Agreement dated as of the date hereof, by and among BHC, Bison Acquisition II, Bison Acquisition, SCM, ACPI, ACPTN, ECKA LLC and the Agent (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Pledge and Security Agreement”);

WHEREAS, it is a condition to the effectiveness of the Facilities Agreement that the Grantor execute this IP Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Facilities Agreement. The following additional terms, as used herein, have the following meanings:

“Inchoate Obligations” shall mean contingent indemnification or expense reimbursement Obligations other than those related to claims, causes of action, or liabilities that have been asserted or threatened in writing or that otherwise can be reasonably identified by Agent or any ECKA Lender based on the then-known facts and circumstances

“Obligations” shall mean the “Guaranteed Obligations” under and as defined in the Guaranty (and all obligations thereunder).

“Person” shall mean any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality).

SECTION 2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment and performance of all Obligations, the Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the benefit of the ECKA Lenders, a continuing and first priority security interest in all of the Grantor’s right, title and interest in and to all Intellectual Property, whether presently existing or hereafter created or acquired, including the following (the “Collateral”):

(i) (a) all patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, “Patents”), and licenses for any of the foregoing (“Patent Licenses”), including those referred to on Schedule I hereto; (b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and (c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Patent, including any Patent licensed under any Patent License;

(ii) (a) all trademarks, trademark applications, service marks, trade names, mask words and associated goodwill (collectively, the “Trademarks”), and licenses for any of the foregoing (“Trademark Licenses”), including those referred to on Schedule I hereto, (b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and (c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, including any Trademark licensed under any Trademark License;

(iii) (a) all copyrights, rights and interests in such copyrights, works protectable by copyright, copyright registrations, and applications to register copyright (collectively, the “Copyrights”), and licenses for any of the foregoing (“Copyright Licenses”), including those referred to on Schedule I hereto; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; and (d) the right to sue for past, present,

and future infringements of any Copyright, including any Copyright licensed under any Copyright License;

(iv) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 3. Security for Obligations. This IP Security Agreement and the security interests created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor, to Agent, the ECKA Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

SECTION 4. Facilities Agreement. The security interests granted pursuant to this IP Security Agreement are granted in conjunction with the security interests granted to Agent by the Obligors, for the benefit of the Secured Parties, pursuant to or in connection with the Facilities Agreement or other Finance Documents.

SECTION 5. Authorization to Supplement. If the Grantor shall obtain rights to any new Intellectual Property, this IP Security Agreement shall automatically apply thereto. The Grantor shall give notice to Agent with respect to any such new Intellectual Property (in the same format required pursuant to the "Compliance Certificate" in respect of the Bison Loan Agreement) when it delivers a Compliance Certificate pursuant to Clause 21.2 of the Facilities Agreement (*Provision and Contents of Compliance Certificate*). Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Agent unilaterally to modify this IP Security Agreement by amending Schedule I to include any such new Intellectual Property of the Grantor. Notwithstanding the foregoing, no failure to so modify this IP Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

SECTION 6. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 7. Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this IP Security Agreement or any Finance Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

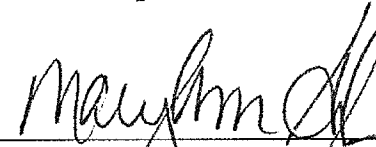
SECTION 8. Construction. Unless the context of this IP Security Agreement or any Finance Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this IP Security Agreement or any Finance Document refer to this IP Security Agreement or such Finance Document, as the case may be, as a whole and not to any particular provision of this IP Security Agreement or such Finance Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this IP Security Agreement unless otherwise specified. Any reference in this IP Security Agreement or in any Finance Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Finance Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than Inchoate Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

SECTION 9. Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Agent have caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SCM METAL PRODUCTS, INC.,
a Delaware corporation

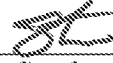
By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 005771 FRAME: 0046

SJC DLF II-Q, LLC,
as Agent

By: _____



Name: Stephen J. Czech
Title: Executive Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 005771 FRAME: 0047

Schedule I

Patents

Foreign Patents:

Country	Inventor	Status	Application Number	US Patent Number	Title
Asia, North America and Europe	Barr	Pending	PCT/US2015 /041042		Method for Making Alkylhalosilanes

Trademarks

U.S. Trademarks:

Mark	Status	Registration Date	Registration Number	Country	Expires	Class	Good of Services
CUBOND	Registered	3/6/1951	538975	USA	3/6/2021	IC 001	Brazing pastes and creams
GLOBAL SOLUTIONS IN METAL POWDERS	Registered	6/11/2013	4351760	USA	6/11/2019	IC 006	Pastes containing metal powders for use in joining

Foreign Trademarks:

Mark	Status	Registration Date	Registration Number	Country	Expires	Class	Good of Services
CUBOND	Registered	10/12/1990	1386175	United Kingdom	6/5/2016	IC 006	Brazing preparations included in Class 1
CUBOND	Registered	4/30/1992	2398295	Japan	4/30/2022	IC 001	Brazing pastes, brazing creams
CUBOND	Registered	10/9/2003	40-0562276	Korea	10/9/2018		Brazing pastes, brazing creams
CUBOND	Registered	6/6/1989	512160	Australia	6/6/2016	IC 001	Brazing pastes and

Mark	Status	Registration Date	Registration Number	Country	Expires	Class	Good of Services
							creams
CUBOND	Registered	2/10/1992	582943	China	2/9/2022		Brazing pastes and creams
CUBOND	Registered	6/6/1989	1534878	France	6/6/2019		Chemical products for industry, science, and photography, for agriculture, horticulture, and silviculture, artificial resins in rough state, plastics in rough state, fertilizers, preparations for tempering and soldering metals, pastes and creams for soldering, chemical products for preserving foods, tanning materials, adhesives for industry
CUBOND	Registered	6/5/1989	1154486	Germany	6/5/2019		Brazing pastes and creams
CUBOND	Registered	5/4/2010	8696635	European Union	11/18/2019		Brazing pastes and creams
CUBOND	Registered	6/14/1989	375406	Mexico	6/14/2024		Soldering paste and creams
CUBOND	Registered	2/16/1990	472475	Taiwan	1/15/2020		Brazing preparations

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