

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382490

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
M.P.C. Plastics, Inc.		04/29/2016	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Northcreek Mezzanine Fund II, L.P.
Street Address:	255 East Fifth Street, Suite 3010
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2492620	SATIN STEEL

CORRESPONDENCE DATA

Fax Number: 4127738746
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: (412) 773-8706
Email: edausch@babstcalland.com
Correspondent Name: Erica K. Dausch
Address Line 1: 603 Stanwix Street, 7th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15222

NAME OF SUBMITTER:	Erica K. Dausch
SIGNATURE:	/Erica K. Dausch/
DATE SIGNED:	04/29/2016

Total Attachments: 7

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OP \$40.00 2492620

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into as of April 29, 2016, by and between **M.P.C. PLASTICS, INC.**, an Ohio corporation (the “Debtor”), in favor of **NORTHCREEK MEZZANINE FUND II, L.P.**, a Delaware limited partnership (“Northcreek” or “Secured Party”).

Background

A. Debtor, together with M.P.C. Plating, Inc., an Ohio corporation, and MPC Holdings, LLC, a Delaware limited liability company (collectively, the “Borrowers”) have entered into that certain Securities Purchase Agreement dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time the “Securities Purchase Agreement”) pursuant to which Northcreek, as lender, has agreed, subject to the satisfaction of certain terms and conditions, to extend or to continue to extend financial accommodations to the Borrowers, as provided therein.

B. Pursuant to the Securities Purchase Agreement, Secured Party has required that each of the Borrowers grant (or cause to be granted) certain Liens to Secured Party all to secure the obligations of the Borrowers and/or any Debtor under the Securities Purchase Agreement or any Note Document (including any Guaranty).

Agreement

SECTION 1. **Defined Term.** Unless otherwise defined herein, terms defined in the Securities Purchase Agreement and used herein have the meaning given to them in the Securities Purchase Agreement. As used herein, the following term shall have the following meaning:

“Trademark” means (a) all United States trademarks now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any State thereof, and all common-law rights related thereto and (b) the right to obtain all renewals thereof.

SECTION 2. **Grant of Security Interest in Trademark Collateral.** The Debtor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby conveys, pledges, hypothecates and grants to the Secured Party, its successors and assigns, a continuing and unconditional second priority security interest (junior solely to Senior Lender) upon, in and to all of the Debtor’s right, title and interest in, to and under the following Collateral of the Debtor wherever located, and now owned or hereafter acquired (the “Trademark Collateral”):

- (a) all of its Trademarks, to which it now or hereafter is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations, renewals or extensions of the foregoing; and

(c) any consideration received when all or any part of the Trademark Collateral is sold, transferred, exchanged, leased, collected or otherwise disposed of, or any value received as a consequence of possession thereof, including but not limited to, all products, proceeds (including all "Proceeds" as defined in Ohio Revised Code Section 1309.102, as amended from time to time), cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents, or proceeds of other proceeds, now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, violation or any other impairment thereof.

Upon the request of the Secured Party, at no cost to the Secured Party, the Debtor agrees to execute an amendment to this Trademark Security Agreement or to execute an Amended and Restated Trademark Security Agreement, containing such terms as the Secured Party may reasonably require, in order to perfect such additional Trademarks that subsequent hereto the Debtor may acquire an interest in.

SECTION 3. **Debtor Remains Liable.** It is expressly agreed by the Debtor that, anything herein to the contrary notwithstanding, the Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks, and shall hold the Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Secured Party's interest in such Trademarks or any other action or failure to act in connection with this Trademark Security Agreement, except to the extent that the same are caused by the gross negligence or willful misconduct of the Secured Party. The Debtor shall remain liable for any and all claims by any Person that the conduct of the Debtor's business or products or processes of the Debtor infringe any rights of such person.

SECTION 4. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Note and a Security Agreement dated the date hereof ("Security Agreement") and the Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. **Termination of Security Interest in Trademark Collateral.** Upon payment and satisfaction in full of the Obligations and termination of all commitments relating thereto, the Secured Party shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Secured Party, and at the sole expense of the Debtor, to the Debtor, against receipt therefor, such of the Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Secured Party pursuant to the terms of the Note and not theretofore reassigned, redelivered and released to the Debtor, together with appropriate instruments of reassignment and/or release.

SECTION 6. **Counterparts.** This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.


SECTION 7. APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF OHIO, WITHOUT GIVING EFFECT TO OHIO'S CHOICE OF LAW DOCTRINE.

[Signature page follows.]

IN WITNESS WHEREOF, the Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Debtor:

M.P.C. PLASTICS, INC.

By: 
Name: *Robert Carskadden*
Title: *Vice President and Treasurer*

Acknowledged by:

NORTHCREEK MEZZANINE FUND II, L.P.,

By: NMF GP, LLC
Its General Partner

By: Northcreek Management, Inc.
Its Manager

By: _____
K. Rodger Davis, President

[Signature Page – Trademark Security Agreement]

TRADEMARK
REEL: 005781 FRAME: 0328

IN WITNESS WHEREOF, the Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Debtor:

M.P.C. PLASTICS, INC.

By: _____

Name:

Title:

Acknowledged by:

NORTHCREEK MEZZANINE FUND II, L.P.,

By: NMF GP, LLC
Its General Partner

By: Northcreek Management, Inc.
Its Manager

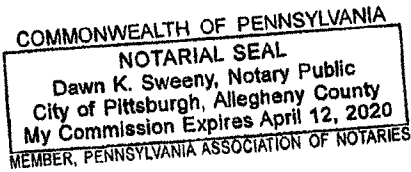
By:  _____
K. Rodger Davis, President

Acknowledgement of Debtors

STATE OF Pennsylvania
COUNTY OF Allegheny) ss.

On this 28th day of April, 2016, before me personally appeared Robert Causladden, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **M.P.C. PLASTICS, INC.**, an Ohio corporation, who being by me duly sworn did depose, acknowledge and say that he/she is the duly elected Vice President of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

and Treasurer



Dawn K. Sweeny
Notary Public

SCHEDULE 1

To

Trademark Security Agreement

Title	Country	Owner	Registration No.	Registration Date
SATIN STEEL	US	M.P.C. Plastics, Inc.	2,492,620	September 25, 2001