TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM393374

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT FOR SECURITY -- TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Experi-Metal Inc.		08/01/2016	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Cerberus Business Finance, LLC, as collateral agent
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type Number		Word Mark		
Registration Number:	4907893	EMI EXPERI-METAL INC.		
Registration Number:	4248585	EMI		
Registration Number:	4248587	EMI		
Registration Number:	4220681	EXPERI-METAL INC.		
Serial Number:	86665687	EMI EXPERI-METAL INC.		

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

scott.kareff@srz.com Email:

S. Kareff c/o Schulte Roth & Zabel LLP **Correspondent Name:**

Address Line 1: 919 Third Aveunue

Address Line 2: 25th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-1655		
NAME OF SUBMITTER:	Scott Kareff (014951-1655)	
SIGNATURE:	/kc for sk/	
DATE SIGNED:	08/01/2016	

TRADEMARK REEL: 005844 FRAME: 0561

Total Attachments: 3

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TRADEMARK REEL: 005844 FRAME: 0562

ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Experi-Metal Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated August 1, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

DOC ID - 24722854.2

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of ___August__1, 2016.

EXPERI-METAL INC.

Name! Dale S. Okonow

Title: Vice President and Secretary

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Registered Trademarks

<u>Grantor</u>	<u>Mark</u>	Country	Application No.	Registration No.	Filing Date	Registration Date
Experi-Metal Inc.		United States	86665658	4907893	6/17/2015	3/1/2016
Experi-Metal Inc.	EMI	United States	85428084	4248585	9/21/2011	11/27/2012
Experi-Metal Inc.		United States	85428099	4248587	9/21/2011	11/27/2012
Experi-Metal Inc.	EXPERIMETAL INC.	United States	85428075	4220681	9/21/2011	10/9/2012

Trademark Applications

<u>Grantor</u>	<u>Mark</u>	Country	Application	Registration	Filing Date	Registration
			No.	<u>No.</u>		<u>Date</u>
Experi-Metal Inc.		United States	86665687	n/a	6/17/2015	n/a

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RECORDED: 08/01/2016

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