

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM398270

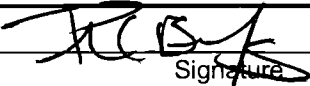
SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AccuTec Blades, Inc.		08/24/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	First National Bank of Pennsylvania		
Street Address:	One North Shore Center, 12 Federal St		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15212		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86745135	ACCUTEC	
Serial Number:	87066245	ACCUTEC	
Serial Number:	86886460	GEM RUNNER	
Serial Number:	86745150	ENGINEERED TO PERFORM	
Serial Number:	86919436	AUTO CHANGE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3292		
Email:	katie.bundy@wolterskluwer.com		
Correspondent Name:	Katie Bundy		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corp		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Peter C. Brockmeyer		
SIGNATURE:	/Peter C. Brockmeyer/		
DATE SIGNED:	09/13/2016		
Total Attachments: 6			

OP \$140.00 86745135

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): AccuTec Blades, Inc. <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Individual(s) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</div><div><input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership _____ _____ _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div></div> 3. Nature of conveyance/Execution Date(s) : Execution Date(s) <u>August 24, 2016</u> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Other <u>Grant of Security Interest</u></div><div><input type="checkbox"/> Merger <input type="checkbox"/> Change of Name _____ _____</div></div>	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>First National Bank of Pennsylvania</u> Street Address: <u>One North Shore Center, 12 Federal St</u> City: <u>Pittsburgh</u> State: <u>Pennsylvania</u> Country: <u>USA</u> Zip: <u>15212</u> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Individual(s) Citizenship _____ <input checked="" type="checkbox"/> Association Citizenship <u>United States</u> <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</div><div>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</div></div> 4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) <u>Text</u> <u>See Attached Schedule</u> B. Trademark Registration No.(s) <u>See Attached Schedule</u> <div style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>See Attached Schedule</u>
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Peter C. Brockmeyer</u> Internal Address: _____ Street Address: <u>100 Light Street</u> City: <u>Baltimore</u> State: <u>Maryland</u> Zip: <u>21202</u> Phone Number: <u>410-385-3962</u> Docket Number: <u>102447-25</u> Email Address: <u>pbrockmeyer@milestockbridge.com</u>	6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</div><div>8. Payment Information: Deposit Account Number _____ Authorized User Name _____</div></div>
9. Signature:  _____ Signature Peter C. Brockmeyer Name of Person Signing <div style="text-align: right;">09/08/16 Date</div> <div style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 6</div>	

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, AccuTec Blades, Inc., a Delaware corporation (the "Grantor"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, as set forth on Schedule A attached hereto; and

WHEREAS, First National Bank of Pennsylvania, a national banking association (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit Agreement, dated as of August 31, 2015, between the Grantor and the Grantee (as amended from time to time, the "Credit Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

Signature Page to
GRANT OF SECURITY INTEREST IN TRADEMARKS

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security
Interest in Trademarks as of August 24, 2016.

GRANTOR:

ACCUTEC BLADES, INC.,
a Delaware corporation

By: 

Name: Douglas A. Parker

Title: Secretary

GRANTEE:

FIRST NATIONAL BANK OF PENNSYLVANIA

By: 

Name: Paul Palacios

Title: Officer

Notarial Acknowledgment Page to
GRANT OF SECURITY INTEREST IN TRADEMARKS

STATE OF New Jersey
COUNTY OF Morris



On this 24th day of August, 2016, before me personally came Douglas A. Parker, to me known, who, being by me duly sworn did depose and say that he is the Secretary of AccuTec Blades, Inc., the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Deborah St. Clair
Notary Public

My Commission Expires: 9/17/17

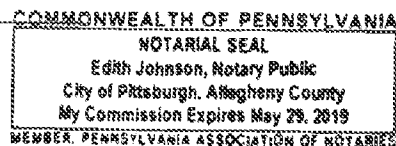
STATE OF Pennsylvania
COUNTY OF Allegheny

On this 30 day of August, 2016, before me personally came Paul Palacios, to me known, who, being by me duly sworn did depose and say that he is an Officer of First National Bank of Pennsylvania, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Edith Johnson
Notary Public

My Commission Expires: 5-29-19



Schedule A - Trademarks

US	AccuTEC	Registered	014534952	9/4/2015	014534952	1/11/2016	8.9.10
US	ACCUTECH	Pending	86745135	9/2/2015	n/a	n/a	
EU	AccuTEC	Registered	014534937	9/4/2015	014534937	1/11/2016	8.9.10
US	ACCUTECH Logo	Pending	87066245	6/9/2016	n/a	n/a	8.9.10
EU	AccuTEC (logo)	Registered	014895775	9/12/2015	014895775	3/24/2016	8.9.10
Mexico	AccuTEC (logo)	Pending	1689654	12/8/2015	n/a	n/a	8
Mexico	AccuTEC (logo)	Pending	1689655	12/8/2015	n/a	n/a	9
Mexico	AccuTEC (logo)	Pending	1689656	12/8/2015	n/a	n/a	10
US	Gem Runner	Pending	86886460	1/26/2016	n/a	n/a	8.10
Costa Rica	Gem Runner	Pending	2016-762	n/a	n/a	n/a	8.10
Mexico	Gem Runner	Pending	1706852	1/26/2016	n/a	n/a	8
Mexico	Gem Runner	Pending	1706853	1/26/2016	n/a	n/a	10
China	Victorious Blades (for Microtome)	Pending	n/a	9/14/2015	n/a	n/a	9
China	Victorious Blades (for Medical Use)	Pending	n/a	9/14/2015	n/a	n/a	10
China	Victor Blades	Pending	n/a	9/14/2015	n/a	n/a	8
US	Engineered to Perform	Pending	86745150	9/2/2015	n/a	n/a	8
Mexico	Engineered to Perform	Pending	1653547	9/3/2015	n/a	n/a	8
Mexico	Engineered to Perform	Pending	1653548	9/3/2015	n/a	n/a	9

Mexico	Engineered to Perform	Pending	1653349	9/3/2015	n/a	n/a	10
US	Auto Charge	Pending	86919436	2/25/2016	n/a	n/a	8