

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BISON ACQUISITION II CORPORATION		03/31/2016	Corporation: DELAWARE
SCM METAL PRODUCTS, INC.		03/31/2016	Corporation: DELAWARE
ACUPOWDER TN, LLC		03/31/2016	Limited Liability Company: NEW JERSEY
ECKA GRANULES OF AMERICA LLC		03/31/2016	Limited Liability Company: SOUTH CAROLINA
ACUPOWDER INTERNATIONAL, L.L.C.		03/31/2016	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC		
Internal Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4351760	GLOBAL SOLUTIONS IN METAL POWDERS	
Registration Number:	0538975	CUBOND	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	PECSENYE@BLANKROME.COM		
Correspondent Name:	TIMOTHY D. PECSENYE		
Address Line 1:	ONE LOGAN SQUARE		
Address Line 2:	8TH FLOOR		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
TRADEMARK			

OP \$65.00 4351760

ATTORNEY DOCKET NUMBER:	074658-01372
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	09/29/2016

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 31st day of March, 2016, between the Grantor signatory hereto (the "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, in connection with that certain Revolving Credit, Term Loan and Security Agreement, dated December 23, 2008, by and among BISON ACQUISITION CORPORATION, a Delaware corporation ("Parent"), 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 L.P., a Delaware limited partnership ("ECKA LP"), ECKA GRANULES OF AMERICA LLC, a South Carolina limited liability company ("ECKA LLC"), ALULIGHT OF AMERICA L.P., a Georgia limited partnership ("Alulight" and collectively with SCM, ACPI, ACPTN, ECKA LP, and ECKA LLC, the "Original Borrowers"), the financial institutions from time to time party thereto (the "Original Lenders") and the Agent (as amended, supplemented or otherwise modified immediately prior to the date hereof, the "Original Credit Agreement"), SCM has entered into that certain Trademark Security Agreement, dated December 23, 2008 (as amended, supplemented or otherwise modified immediately prior to the date hereof, the "Original Trademark Security Agreement"), with Agent;

WHEREAS, the Original Credit Agreement was amended and restated on November 1, 2011 pursuant to that certain Amended and Restated Revolving Credit and Security Agreement, dated as of November 1, 2011, by and among Bison Acquisition II Corporation, Parent, SCM, ACPI, ACPTN and ECKA LLC (collectively with SCM, ACPI, ACPTN, the "Existing Borrowers"), the lenders from time to time party thereto, and the Agent (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Existing Credit Agreement");

WHEREAS, the Existing Credit Agreement is being further amended and restated on the date hereof pursuant to that certain Second Amended and Restated Revolving Credit and Security Agreement, dated the date hereof, by and among Bison Acquisition II Corporation, Parent, the Existing Borrowers, the lenders from time to time party thereto, and the Agent (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement");

WHEREAS, it is a condition to the effectiveness of the Credit Agreement that the Original Trademark Security Agreement be amended and restated on the terms set forth herein in order to, among other things, re-affirm SCM's obligations thereunder; and

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:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("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 such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and Grantor shall be deemed not to have granted a security interest in, (a) unless otherwise expressly granted pursuant to any Other Document, any rights or interests in any license, contract, or agreement to which Grantor is a party to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law) or (b) any rights or property, including, without limitation, any intent to use trademark applications, to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law); provided, that, with respect to each of the foregoing clauses (a) and (b), immediately upon the ineffectiveness, lapse or termination of any such restriction, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests or other assets, as the case may be, as if such provision had never been in effect; and provided, further that, notwithstanding any such restriction in any of the foregoing, the Trademark Collateral shall, to the extent such restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and shall in any event include the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest 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 Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Agent, the 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.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark 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.

6. COUNTERPARTS. This Trademark 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 Trademark Security Agreement or any Other 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.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other 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 Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other 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 Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations.

Any reference herein to any Person shall be construed to include such Person's successors and assigns.

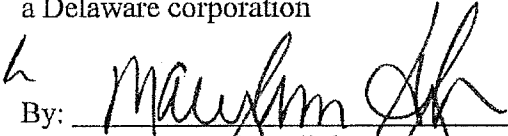
8. No Novation. This Trademark Security Agreement amends, restates, replaces and supersedes (but shall not constitute a novation of) the Original Trademark Security Agreement in its entirety. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Original Trademark Security Agreement, which shall remain in full force and effect, except as expressly modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Trademark Security Agreement shall be construed as a release or other discharge of SCM under any of the Other Documents to which it is a party or from any of its obligations and liabilities thereunder. SCM hereby confirms and agrees that the pledge to the Agent and the grant to the Agent, of a Lien on any collateral as security for the obligations from time to time existing in respect of the Original Trademark Security Agreement and/or any of the Other Documents, is hereby ratified and confirmed in all respects.

[Remainder of page intentionally left blank; signature page follows.]

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

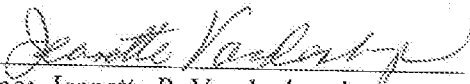
GRANTOR:

SCM METAL PRODUCTS, INC.
a Delaware corporation

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

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Jeanette P. Vandenberg
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Grantor	Country	Trademark	Description of Trademark	Application/Registration Number	Application/Registration Date
SCM METAL PRODUCTS, INC.	U.S.	GLOBAL BUSINESS SOLUTIONS IN METAL POWDERS	Pastes containing metal powders for use in joining	4351760	06/11/2013
SCM METAL PRODUCTS, INC.	U.S.	CUBOND	Brazing paste	538975	03/06/1951
SCM METAL PRODUCTS, INC.	United Kingdom	CUBOND	Brazing preparations included in Class 1	1386175	10/12/1990
SCM METAL PRODUCTS, INC.	Japan	CUBOND	Brazing pastes, brazing creams	2398295	04/30/1992
SCM METAL PRODUCTS, INC.	Korea	CUBOND	Brazing pastes, brazing creams	40-0562276	10/09/2003
SCM METAL PRODUCTS, INC.	Australia	CUBOND	Brazing pastes and creams	512160	06/06/1989
SCM METAL PRODUCTS, INC.	European Union	CUBOND	Brazing pastes	8696635	05/04/2010
SCM METAL PRODUCTS, INC.	China	CUBOND	Brazing pastes and creams	582943	2/10/1992
SCM METAL PRODUCTS, INC.	France	CUBOND	Chemical products for industry, science, and photography, for agriculture,	1534878	06/06/1989

			horticulture, and sylviculture, 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		
SCM METAL PRODUCTS, INC.	Germany	CUBOND	Brazing pastes and creams	1154486	06/05/1989
SCM METAL PRODUCTS, INC.	Mexico	CUBOND	Soldering paste and creams	375406	06/14/1989
SCM METAL PRODUCTS, INC.	Taiwan	CUBOND	Brazing preparations	472475	02/16/1990

Licenses

None.