

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402977

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association		09/30/2016	National Association:
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	3333 Peachtree Road, 8th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Association: GEORGIA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4615999	IMC	
Registration Number:	4615998	IMC	
Registration Number:	4909181	INSPIRED BY INNOVATION	
Registration Number:	4909182	INSPIRED BY INNOVATION INC	
Registration Number:	2271974	NN	
Registration Number:	4993741	NN INC	
Registration Number:	4647530	W WHIRLAWAY CORPORATION	
Registration Number:	4647531	WHIRLAWAY	
Registration Number:	4397086	CCH	
Registration Number:	4393309	NO MORE WIMPY CLIPS	
Registration Number:	4290033	PEP BE-ST PRECISION ENGINEERED PRODUCTS	
Registration Number:	1039525	PMC	
Serial Number:	86923330	LACEY	
Registration Number:	1962922	LACEY MANUFACTURING COMPANY, INC.	
Registration Number:	3685019	MICROPEP	
Registration Number:	3180201	TRIGON INTERNATIONAL	
Registration Number:	3212589		
Registration Number:	2999530	AUTOCAM	
Registration Number:	4379731	AUTOCAM	

CH \$540.00 4615999

Property Type	Number	Word Mark
Registration Number:	1740888	AUTOCAM
Registration Number:	2898652	AUTOCAM

CORRESPONDENCE DATA

Fax Number: 6174496999

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: 617-960-3939

Email: elabarge@jonesday.com

Correspondent Name: Wendy Ballard

Address Line 1: 100 High Street

Address Line 2: Jones Day

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 566957-640068

NAME OF SUBMITTER: Wendy F Ballard

SIGNATURE: /Wendy F Ballard/

DATE SIGNED: 10/21/2016

Total Attachments: 12

source=Notice_of_Assignment_of_Grant_of_Security_Interest_Trademarks#page1.tif

source=Notice_of_Assignment_of_Grant_of_Security_Interest_Trademarks#page2.tif

source=Notice_of_Assignment_of_Grant_of_Security_Interest_Trademarks#page3.tif

source=Notice_of_Assignment_of_Grant_of_Security_Interest_Trademarks#page4.tif

source=Notice_of_Assignment_of_Grant_of_Security_Interest_Trademarks#page5.tif

source=Notice_of_Assignment_of_Grant_of_Security_Interest_Trademarks#page6.tif

source=Notice_of_Assignment_of_Grant_of_Security_Interest_Trademarks#page7.tif

source=Notice_of_Assignment_of_Grant_of_Security_Interest_Trademarks#page8.tif

source=Notice_of_Assignment_of_Grant_of_Security_Interest_Trademarks#page9.tif

source=Notice_of_Assignment_of_Grant_of_Security_Interest_Trademarks#page10.tif

source=Notice_of_Assignment_of_Grant_of_Security_Interest_Trademarks#page11.tif

source=Notice_of_Assignment_of_Grant_of_Security_Interest_Trademarks#page12.tif

**NOTICE OF ASSIGNMENT
OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

Dated: September 30, 2016

Pursuant to that certain Security Agreement, dated as of October 19, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Security Agreement**,” the terms defined therein being used herein as therein defined) among NN, Inc. (the “**Borrower**”), the Guarantors (together with the Borrower, collectively, the “**Grantors**”), and KeyBank National Association (“**KeyBank**”), as the Administrative Agent for the Secured Parties referenced therein, the Grantors have granted a continuing security interest in and continuing lien in and to all of the right, title and interest under all trademarks, trademark applications, trade names, mask works, and designs, and all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing, including those trademarks and trademark applications listed on Schedule 1 attached hereto (but excluding any “intent-to-use” trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office), to KeyBank for the ratable benefit of the Secured Parties.

Pursuant to that certain Successor Agency Agreement, dated as of September 30, 2016 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Successor Agency Agreement**,” the terms defined therein being used herein as therein defined), among KeyBank, SunTrust Bank (“**SunTrust**”), and the Grantors, KeyBank, as resigning Administrative Agent under the Credit Agreement, has assigned to SunTrust, as successor Administrative Agent under the Credit Agreement, to the extent provided to KeyBank under the Security Agreement, a continuing security interest in and continuing lien in and to all of the right, title and interest under all trademarks, trademark applications, trade names, mask works, and designs, and all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing, including those trademarks and trademark applications listed on Schedule 1 attached hereto (but excluding any “intent-to-use” trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office), for the ratable benefit of the Secured Parties. KeyBank and SunTrust are each sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

Corrections. The Parties hereby acknowledge and agree that certain information relating to certain trademarks and trademark applications listed in the Notice of Grant of Security Interest in Trademarks, as recorded with the United States Patent and Trademark Office on Oct 30, 2015 at Reel 5656 and Frame 0892, was in error and such information been corrected as reflected in Schedule 1 attached hereto.

Recordation. SunTrust authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Notice of Assignment of Grant of Security Interest in Trademarks (the “**Notice**”).

No Assignment. The Parties hereby acknowledge and agree that the security interest in the subject trademarks or trademark applications (a) may only be terminated in accordance with the terms of the Security Agreement and (b) is not to be construed as an assignment of any trademarks or trademark applications.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Notice to be executed as of the date first written above.

KEYBANK NATIONAL ASSOCIATION
as resigning Administrative Agent

By:  _____

Name: Ari Deutchman

Title: Senior Vice President

SUNTRUST BANK
as successor Administrative Agent

By: _____

Name: Chris Hursey

Title: Director

NN, Inc.
as Borrower

By: 

Name: *S. Robert Atkinson*

Title: *VP, Treasurer*

Each of the undersigned Guarantors:

AUTOCAM CORPORATION

INDUSTRIAL MOLDING CORPORATION

PRECISION ENGINEERED PRODUCTS LLC

LACEY MANUFACTURING COMPANY, LLC

POLYMETALLURGICAL LLC

MATRIX I LLC

HOLMED, LLC

TRIGON INTERNATIONAL LLC


By: 




Name: *S. Robert Anderson*



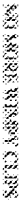
Title: *VP, Treasurer*

SCHEDULE 1

TRADEMARKS



Loan Party Owner	Country	Mark/Name	Serial No./ Application No.	Filing Date	Registration No.	Registration Date
NN, Inc.	US	IMC IMC	86-005614	July 9, 2013	4615999	October 7, 2014
NN, Inc.	US	IMC and Design 	86-005611	July 9, 2013	4615998	October 7, 2014
NN, Inc.	US	INSPIRED BY INNOVATION <small>REGISTERED BY INNOVATION INC</small>	86-005599	July 9, 2013	4909181	March 1, 2016
NN, Inc.	US	INSPIRED BY INNOVATION INC and Design <small>Registered by INNOVATION INC</small>	86-005600	July 9, 2013	4909182	March 1, 2016
NN, Inc.	China	INSPIRED BY INNOVATION INC and Design <small>Registered by INNOVATION INC</small>	1181606	August 19, 2013	1181606	August 19, 2013

Loan Party Owner	Country	Mark/Name	Serial No./ Application No.	Filing Date	Registration No.	Registration Date
NN, Inc.	EU	INSPIRED BY INNOVATION INC and Design <small>Registered by INNOVATION INC</small>	1181606	August 19, 2013	1181606	August 19, 2013
NN, Inc.	US	NN	75-493860	June 1, 1998	2271974	August 24, 1999
NN, Inc.	US	NN INC and Design 	86-005594	July 9, 2013	4993741	July 5, 2016
NN, Inc.	China	NN INC and Design 	1187838	August 19, 2013	1187838	August 19, 2013
NN, Inc.	EU	NN INC and Design 	1187838	August 19, 2013	1187838	August 19, 2013



Loan Party Owner	Country	Mark/Name	Serial No./ Application No.	Filing Date	Registration No.	Registration Date
NN, Inc.	US	W WHIRLAWAY CORPORATION and Design 	86-005606	July 9, 2013	4647530	December 2, 2014
NN, Inc.	US	WHIRLAWAY WHIRLAWAY	86-005608	July 9, 2013	4647531	December 2, 2014
Industrial Molding Corporation ¹	US	CCH 	85-584979	March 30, 2012	4397086	September 3, 2013
Industrial Molding Corporation ²	US	NO MORE WIMPY CLIPS 	85-584962	March 30, 2012	4393309	August 27, 2013

¹ The listed Loan Party/Owner has been corrected from the party listed in the Notice of Grant of Security Interest in Trademarks, as recorded with the United States Patent and Trademark Office on Oct 30, 2015 at Reel 5656 and Frame 0892.

² The listed Loan Party/Owner has been corrected from the party listed in the Notice of Grant of Security Interest in Trademarks, as recorded with the United States Patent and Trademark Office on Oct 30, 2015 at Reel 5656 and Frame 0892.





Loan Party Owner	Country	Mark/Name	Serial No./ Application No.	Filing Date	Registration No.	Registration Date
Precision Engineered Products LLC	US	PEP BE-ST PRECISION ENGINEERED PRODUCTS and Design 	85-482619	November 29, 2011	4290033	February 12, 2013
		Disclaimer: "PRECISION ENGINEERED PRODUCTS"				
Poly metallurgical LLC	US	PMC and Design 	73-045957	March 6, 1975	1039525	May 18, 1976
Lacey Manufacturing Company, LLC ³	US	LACEY	86-923330	February 29, 2016	n/a	n/a

³ The listed Loan Party/Owner has been corrected from the party listed in the Notice of Grant of Security Interest in Trademarks, as recorded with the United States Patent and Trademark Office on Oct 30, 2015 at Reel 5656 and Frame 0892.

Loan Party Owner	Country	Mark/Name	Serial No./ Application No.	Filing Date	Registration No.	Registration Date
Lacey Manufacturing Company, LLC ⁴	US	LACEY MANUFACTURING COMPANY, INC. and Design 	74-591011	October 26, 1994	19629222	March 19, 1996
Matrix I LLC	US	MICROPEP (Stylized) <i>micropEP</i>	77-480441	May 21, 2008	3685019	September 22, 2009
Trigon International LLC ⁵	US	TRIGON INTERNATIONAL and Design  Disclaimer: "INTERNATIONAL"	78-731267	October 12, 2005	3180201	December 5, 2006

⁴ The listed Loan Party/Owner has been corrected from the party listed in the Notice of Grant of Security Interest in Trademarks, as recorded with the United States Patent and Trademark Office on Oct 30, 2015 at Reel 5656 and Frame 0892.

⁵ The listed Loan Party/Owner has been corrected from the party listed in the Notice of Grant of Security Interest in Trademarks, as recorded with the United States Patent and Trademark Office on Oct 30, 2015 at Reel 5656 and Frame 0892.

Loan Party Owner	Country	Mark/Name	Serial No./ Application No.	Filing Date	Registration No.	Registration Date
Trigon International LLC ⁶	US	Design Only 	78-731511	October 12, 2005	3212589	February 27, 2007
Autocam Corporation	US	AUTOCAM	76-459344	October 18, 2002	2999530	September 27, 2005
Autocam Corporation	US	AUTOCAM 	85-807452	December 20, 2012	4379731	August 6, 2013
Autocam Corporation	US	AUTOCAM and Design 	74-209066	September 30, 1991	1740888	December 22, 1992
Autocam Corporation	US	AUTOCAM and Design 	76-459343	October 18, 2002	2898652	November 2, 2004

⁶ The listed Loan Party/Owner has been corrected from the party listed in the Notice of Grant of Security Interest in Trademarks, as recorded with the United States Patent and Trademark Office on Oct 30, 2015 at Reel 5656 and Frame 0892.