

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM410823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MI Metals, Inc.		12/28/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Branch Banking and Trust Company		
Street Address:	1570 Manheim Pike		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17601		
Entity Type:	Financial Institution: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3140982	MI METALS	
CORRESPONDENCE DATA			
Fax Number:	7179455764		
<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:	7179455745		
Email:	katiek@bcgl-law.com		
Correspondent Name:	Andrew F. Lucarelli, Esquire		
Address Line 1:	480 New Holland Avenue, Suite 6205		
Address Line 4:	Lancaster, PENNSYLVANIA 17602		
NAME OF SUBMITTER:	Andrew F. Lucarelli, Esquire		
SIGNATURE:	/Andrew F. Lucarelli/		
DATE SIGNED:	01/03/2017		
Total Attachments: 4			
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OP \$40.00 3140982

**CONFIRMATORY GRANT OF SECURITY
INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Agreement") made as of this 28th day of December, 2016 by MI METALS, INC., a Florida corporation (the "Grantor"), in favor of BRANCH BANKING AND TRUST COMPANY, its successors and/or assigns (the "Lender").

WITNESSETH

WHEREAS, Grantor, together with its Affiliates (collectively, the "Borrowers") and Lender are parties to that certain Loan Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Lender;

WHEREAS, Borrowers have granted to Lender a security interest in substantially all of the assets of Borrowers, including all right, title and interest of Borrowers in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrowers' trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its grant pursuant to the Security Agreement of even date, of a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto (such trademarks referred to as the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of Lender.

4. Rights and Remedies: Power of Attorney. Grantor hereby covenants and agrees that, upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Florida, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, in connection with the Trademarks covered hereby. Grantor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Grantor's true and lawful agent and attorney-in-fact, upon the occurrence and during the continuance of an Event of Default, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and/or the Patents to anyone else. Grantor hereby ratifies all that such agent and attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until the Loan Agreement has been terminated and all of the Obligations, other than unasserted and unknown contingent indemnification obligations and obligations in respect of Bank Products thereunder, have been indefeasibly paid and performed in full.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Lender.

[The remainder of this page is intentionally blank. Signatures follow.]

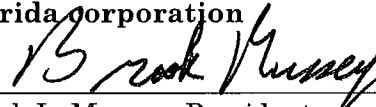
ATTEST/WITNESS:



Aileen S. Davis

MI METALS, INC.,
a Florida corporation

By:



Brook L. Massey, President

[Signature page to Confirmatory Grant of Security Interest in Intellectual Property]

SCHEDULE I

Intellectual Property

US Trademarks Owned by MI Metals, Inc.

Trademark	Filing Date	Registration Date	Registration No.
"MI Metals" word mark	May 20, 2005	Sept. 12, 2006	3140982

[Schedule I – Intellectual Property]