

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417905

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Borrower Joinder and Assumption Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Seabrook Acquisition LLC		01/09/2017	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	300 Fifth Avenue		
<b>Internal Address:</b>	The Tower at PNC Plaza		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3773416	PILOTCELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125621041		
<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>			
<b>Phone:</b>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	301 Grant Street		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	0011046-302881		
<b>NAME OF SUBMITTER:</b>	Michael L. Dever		
<b>SIGNATURE:</b>	/Michael L. Dever/		
<b>DATE SIGNED:</b>	03/01/2017		
<b>Total Attachments: 5</b>			
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## BORROWER JOINDER AND ASSUMPTION AGREEMENT

THIS BORROWER JOINDER AND ASSUMPTION AGREEMENT is made as of January 9, 2017, by SEABROOK ACQUISITION LLC, a Michigan limited liability company (the "New Borrower").

### Background

Reference is made to (i) the Amended and Restated Credit Agreement, dated as of July 15, 2016, as the same has been and may hereafter be amended, modified, extended or restated from time to time (the "Credit Agreement"), by and among ARCH GLOBAL PRECISION LLC, a Delaware limited liability company, ARCH CORPORATE HOLDINGS, INC., a Delaware corporation, HI-VOL PRODUCTS LLC, a Michigan limited liability company, KEO CUTTERS, LLC, a Michigan limited liability company, RICHARDS MICRO-TOOL, LLC, a Michigan limited liability company, AGP PROPERTIES LLC, a Michigan limited liability company, KEO MILLING CUTTERS LLC, a Michigan limited liability company, PRODUCTION TOOL & GRINDING, INC., a Massachusetts corporation, ULTRA-DEX USA LLC, a Michigan limited liability company, VOISARD TOOL, LLC, a Michigan limited liability company, JASCO TOOLS, LLC, a Michigan limited liability company, VALLEY MACHINE, LLC, a Michigan limited liability company, PROFESSIONAL MACHINE LLC, a Michigan limited liability company, LITTLE ROCK TOOLS, LLC, a Michigan limited liability company, SMITHS MACHINE, LLC, a Michigan limited liability company, MSL PRECISION LLC, a Michigan limited liability company, ADVANCED PRECISION LLC, a Michigan limited liability company and BOB MANUFACTURING LLC, a Michigan limited liability company (the "Borrowers"), each of the GUARANTORS and LENDERS from time to time party thereto, and PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders under this Agreement (hereinafter referred to in such capacity as the "Administrative Agent"), (ii) the Notes made by the Borrowers and payable to the Lenders (the "Notes"), and (iii) the other Loan Documents referred to in the Credit Agreement, as the same may be amended, restated, supplemented or modified from time to time.

### Agreement

Capitalized terms defined in the Credit Agreement are used herein as defined therein.

New Borrower hereby becomes a Borrower under the terms of the Credit Agreement and in consideration of the value of the synergistic and other benefits received by New Borrower as a result of being or becoming affiliated with the Borrowers, New Borrower hereby agrees that effective as of the date hereof it hereby is, and shall be deemed to be, and assumes the obligations of, a "Borrower", jointly and severally under the Credit Agreement and each of the Notes, and a Borrower or other party, as the case may be, under each of the other Loan Documents to which the Borrowers are a party; and, New Borrower hereby agrees that from the date hereof and so long as any Loan, Letter of Credit or any commitment of any Lender shall remain outstanding and until the payment in full of the Obligations, the expiration of all Letters

of Credit, and the performance of all other obligations of the Borrowers under the Credit Agreement and the other Loan Documents, New Borrower shall perform, comply with, and be subject to and bound by each of the terms and provisions of the Credit Agreement, the Notes, and each of the other Loan Documents jointly and severally with the existing parties thereto. Without limiting the generality of the foregoing, New Borrower hereby represents and warrants that, after giving effect to the updates to the disclosure schedules referenced below, (i) each of the representations and warranties set forth in Section 6 of the Credit Agreement applicable to a Borrower is true and correct as to Borrower on and as of the date hereof, except to the extent that any such representation or warranty expressly relates solely to a previous date, and (ii) New Borrower has heretofore received a true and correct copy of the Credit Agreement, the Notes, and each of the other Loan Documents (including any modifications thereof or supplements or waivers thereto) in effect on the date hereof. The following disclosure schedules to the Credit Agreement and the other Loan Documents are hereby supplemented by the schedules attached hereto, which from and after the date hereof shall constitute an integral part the Credit Agreement and the other Loan Documents:

Credit Agreement Schedule 6.1.1	Qualifications To Do Business
Security Agreement Schedule A	[for New Borrower(s)]
Pledge Agreement Schedule A	[Description of Pledged Collateral]

New Borrower hereby makes, affirms, and ratifies in favor of the Lenders and the Administrative Agent the Credit Agreement, the Notes, and each of the other Loan Documents given by the Borrowers to the Administrative Agent and any of the Lenders, and to secure the prompt payment and performance to Administrative Agent and the Lenders of the Obligations, New Borrower hereby assigns, pledges, and grants to Administrative Agent, for the benefit of the Lenders, a continuing security interest in and to all of its Collateral, whether now owned or existing or hereafter acquired or arising and wheresoever located.

New Borrower is simultaneously delivering to the Administrative Agent the documents, together with this Borrower Joinder and Assumption Agreement, required under Sections 7.1.1(i), 7.1.1(ii), 7.1.1(iv), and 7.1.1(v), as well as allonges to the Notes.

In furtherance of the foregoing, New Borrower shall execute and deliver or cause to be executed and delivered at any time and from time to time such further instruments and documents and do or cause to be done such further acts as may be reasonably necessary in the reasonable opinion of Administrative Agent to carry out more effectively the provisions and purposes of this Borrower Joinder and Assumption Agreement and the Other Documents.

New Borrower acknowledges and agrees that a telecopy transmission to the Administrative Agent or any Lender of signature pages hereof purporting to be signed on behalf of New Borrower shall constitute effective and binding execution and delivery hereof by New Borrower.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO BORROWER  
JOINDER AND ASSUMPTION AGREEMENT]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the New Borrower has duly executed this Borrower Joinder and Assumption Agreement and delivered the same to the Administrative Agent for the benefit of the Lenders, as of the date and year first above written with the intention that this Borrower Joinder and Assumption Agreement constitute a sealed instrument.

SEABROOK ACQUISITION LLC

By: Steven C. LaBarre

Name: Steven C. LaBarre

Title: Authorized Representative

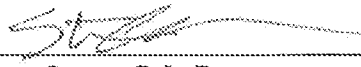
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[SIGNATURE PAGE TO BORROWER  
JOINDER AND ASSUMPTION AGREEMENT]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Borrower Joinder and Assumption Agreement as of the day and year first above written.

ARCH GLOBAL PRECISION LLC  
ARCH CORPORATE HOLDINGS, INC.  
HI-VOL PRODUCTS LLC  
KEO CUTTERS, LLC  
RICHARDS MICRO-TOOL, LLC  
AGP PROPERTIES LLC  
KEO MILLING CUTTERS LLC  
PRODUCTION TOOL & GRINDING, INC.  
ULTRA-DEX USA LLC  
VOISARD TOOL, LLC  
JASCO TOOLS, LLC  
VALLEY MACHINE, LLC  
PROFESSIONAL MACHINE LLC  
LITTLE ROCK TOOLS, LLC  
SMITHS MACHINE LLC  
MSL PRECISION LLC  
ADVANCED PRECISION LLC  
BOB MANUFACTURING LLC

By:   
Name: Steven C. LaBarre  
Title: Authorized Representative

SCHEDULE A  
TO  
BORROWER JOINDER AND ASSUMPTION AGREEMENT

MARK	JURISDICTION	REGISTRATION/ APPLICATION NUMBER	DATE REGISTERED	DATE FILED	OWNER	NOTES
PILOTCELL	US	3,773,416	4/6/2010	5/29/2009	Seabrook Acquisition LLC	10 Year Renewal Due between 4/6/2019- 4/6/2020