

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Machinery LLC		08/02/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	550 N. Summit Street		
City:	Toledo		
State/Country:	OHIO		
Postal Code:	43604		
Entity Type:	Ohio banking corporation: OHIO		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3674151	MET-MAX INNOVATIONS	
Registration Number:	3709750	PUMAFX	
Registration Number:	3709749	PUMAFX	
Registration Number:	3709748	LEANFX	
Registration Number:	1228179	N NATIONAL MACHINERY	
Registration Number:	1583328	FORMAX	
Registration Number:	1244207	MAXI	
Registration Number:	0110182	NATIONAL	
Registration Number:	0590337	BOLTMAKER	
Registration Number:	0953092	FORGE-MATIC	
Registration Number:	0586371	REDUCEROLL	
Registration Number:	0281584	MAXIPRES	
CORRESPONDENCE DATA			
Fax Number:	4192497911		
<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:	419-249-7900		
Email:	rgegorski@rcolaw.com		
Correspondent Name:	Michael S. Messenger		
Address Line 1:	Four SeaGate, Ninth Floor		

TRADEMARK

Address Line 4: Toledo, OHIO 43604

NAME OF SUBMITTER: MICHAEL S. MESSENGER

SIGNATURE: /msm/

DATE SIGNED: 08/24/2017

Total Attachments: 7

source=IP Security Agreement - National Machinery LLC#page1.tif

source=IP Security Agreement - National Machinery LLC#page2.tif

source=IP Security Agreement - National Machinery LLC#page3.tif

source=IP Security Agreement - National Machinery LLC#page4.tif

source=IP Security Agreement - National Machinery LLC#page5.tif

source=IP Security Agreement - National Machinery LLC#page6.tif

source=IP Security Agreement - National Machinery LLC#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT
National Machinery LLC

This Intellectual Property Security Agreement ("IP Security Agreement"), dated as of August 2, 2017, is made by **National Machinery LLC**, an Ohio limited liability company (the "Grantor") in favor of **Fifth Third Bank**, an Ohio banking corporation (the "Secured Party").

PRELIMINARY STATEMENTS

As a condition precedent to the making of certain loans by the Secured Party under the Second Amended and Restated Loan Agreement dated as of August 2, 2017 (the "Loan Agreement") among Grantor, certain affiliates of Grantor, and the Secured Party, Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of August 2, 2017, made by and between Grantor and the Secured Party (the "Security Agreement"). Capitalized terms used but not defined in this IP Security Agreement shall have the respective meanings given to them in the Security Agreement.

The Collateral described in the Security Agreement includes certain Patents, Trademarks and Copyrights (as defined below) in which Grantor has an interest.

Pursuant to the terms of the Security Agreement, Grantor authorized the Secured Party to file this short form agreement with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Secured Party as follows:

AGREEMENT

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party for the a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to such Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is incorporated into this IP Security Agreement by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision in this IP Security Agreement. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by electronic image), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties to this IP Security Agreement and their respective successors and assigns.

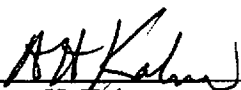
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

Signature page follows.

IN WITNESS WHEREOF, each of Grantor and Inventor has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

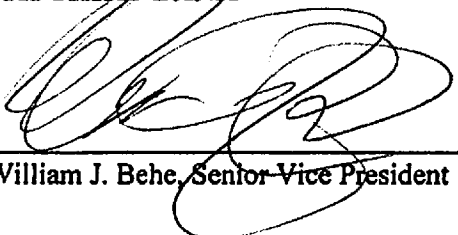
NATIONAL MACHINERY LLC, an Ohio
limited liability company

By  _____
Andrew H. Kalnow
Chief Executive Officer

AGREED TO AND ACCEPTED:

SECURED PARTY:

FIFTH THIRD BANK

By  _____
William J. Behe, Senior Vice President

[Signature page to IP Security Agreement-NM]

TRADEMARK
REEL: 006137 FRAME: 0025

Schedule 1

Issued Patents and Patent Applications

Patent No.	Issue Date	Title
9,586,246		Down conveyer
9,545,659		Poppet pin ejector
9,120,143		Cut-off end surface improvement
9,120,138		Forged sideways extrusion
9,016,184		Precision forged cartridge case
8,813,533		Point forming processes
D696,317		Die segment for a progressive former
D694,788		Punch for a progressive former
8,485,013		Method and tooling for headed pilot pointed bolts
8,356,505		Hose fitting
8,122,748		Hose fitting
8,024,952		Slide with segmented tooling held closed by stationary remote spring
7,784,318		Turned blank monitor
7,712,221		Method of cold-forming near net shape metal roller blanks for anti-friction bearings
7,634,934		Forged roller
7,377,042		Method of cold-forming near net shape metal roller blanks for anti-friction bearings
5,906,544		Washer assembly apparatus

Pending Patent Applications			
Pub. App No.	App. No.	App. Date	Title
	15/451,717	March 7, 2017	Long cartridge case
	15/418,978	January 30, 2017	Sideways forming
20170095866	14/875985	October 6, 2015	Impact cutoff
20160250678	14/631948	February 26, 2015	Forging Machine with Robotic Handler
20150174643	14/642928	March 10, 2015	Precision forged cartridge case
20140345355	14/457426	August 12, 2014	Point forming processes
20140157855	13/937270	July 9, 2013	Tooling for headed pilot pointed bolts
20130099478	13/713226	December 13, 2012	Hose fitting
20090241625	12/123488	May 20, 2008	Turned blank monitor
20080216550	12/123488	May 20, 2008	Forged roller
20080216319	12/123485	May 20, 2008	Forged roller

Schedule 2

Trademark Registrations and Applications

Trademark	Serial No.	Registration No.	Owner
MET-MAX INNOVATIONS	77496391	3674151	National Machinery LLC
PUMAFX	77496223	3709750	National Machinery LLC
PUMAFX	77496039	3709749	National Machinery LLC
LEANFX	77496025	3709748	National Machinery LLC
N NATIONAL MACHINERY	73349799	1228179	National Machinery LLC
FORMAX	73745258	1583328	National Machinery LLC
MAXI	73356286	1244207	National Machinery LLC
NATIONAL	71091731	0110182	National Machinery LLC
BOLTMAKER	71558911	0590337	National Machinery LLC
FORGE-MATIC	72398834	0953092	National Machinery LLC
REDUCEROLL	71576549	0586371	National Machinery LLC
MAXIPRES	71308168	0281584	National Machinery LLC

Schedule 3

Copyright Registrations and Applications

None