

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metal Spinners, Inc.		04/10/2018	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL		
Street Address:	18th Floor, First Canadian Place		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3904176	ELEVATING PARTNERSHIPS IN COMPONENT MANU	
Registration Number:	4816498	METAL SPINNERS	
Registration Number:	1867880	METAL SPINNERS	
Registration Number:	4760110	MS	
Registration Number:	3832459	PROPONENT GROUP	
Registration Number:	4816499	SHAPING TOMORROW, TODAY	
CORRESPONDENCE DATA			
Fax Number:	8165317545		
<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:	816.460.2400		
Email:	trademarks.us@dentons.com		
Correspondent Name:	DENTONS US LLP		
Address Line 1:	P.O. BOX 061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
NAME OF SUBMITTER:	Brian R. McGinley		
SIGNATURE:	/brm/		
DATE SIGNED:	04/16/2018		
Total Attachments: 5			

OP \$165.00 3904176

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NOTICE OF TRADEMARK SECURITY INTEREST

This Notice of Trademark Security Interest (this "Notice") is entered into and effective as of April 10 2018, by and between **Metal Spinners, Inc.**, an Indiana corporation ("**Grantor**"), and **BANK OF MONTREAL**, in its capacity as administrative agent (together with its successors and assigns "**Grantee**") (collectively, the "**Parties**").

WHEREAS Grantor has granted to Grantee a security interest in, among other things, all right, title and interests of Grantor in and to Grantor's trademarks, including without limitation the trademarks listed on Schedule A hereto, owned by Grantor (collectively, the "**Trademarks**"), pursuant to that certain Supplement to General Security and Pledge Agreement executed on or about the date hereof (the "**Security Agreement**"); and,

WHEREAS the Parties desire to record this Notice with the United States Patent and Trademark Office to provide third parties with notice of the grant of security interest described in the preceding paragraph above (the "**Security Interest**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that this Notice may be recorded with the United States Patent and Trademark Office and such other authorities as Grantee desires to provide notice to third parties of the Security Interest granted under the Security Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Notice is not intended to alter in any way the rights or obligations of the Parties set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Notice conflict with the Security Agreement, the terms of the Security Agreement shall govern.

2. This Notice may be executed in counterparts, each of which shall constitute an original and all of which shall, when taken together, constitute one and the same agreement, notwithstanding that all Parties may not have signed all counterparts of this Notice.

*Remainder of page intentionally blank.
Signature pages follow.*

IN WITNESS WHEREOF, the Grantor has entered into this Notice by and through its duly authorized representative.

GRANTOR:

METAL SPINNERS, INC.

By: 

Name: Cecile Chung

Title: Secretary

Notice of Trademark Security Interest
Signature Page

TRADEMARK
REEL: 006364 FRAME: 0276

IN WITNESS WHEREOF, the Grantee has entered into this Notice by and through its duly authorized representatives.

GRANTEE:

BANK OF MONTREAL

By: 

Name:

Martin Stevenson

Title:

Managing Director

By: _____

Name

Title:

Notice of Trademark Security Interest
Signature Page

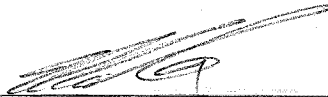
TRADEMARK
REEL: 006364 FRAME: 0277

IN WITNESS WHEREOF, the Grantee has entered into this Notice by and through its duly authorized representatives.

GRANTEE:

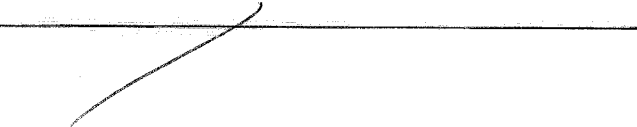
BANK OF MONTREAL

By:
Name:
Title:




Martin Stevenson
Managing Director

By:
Name:
Title:



SCHEDULE A

TRADEMARKS

MARK	JURISDICTION	OWNER	APPL. NO.	REG. NO.	REG. DATE	STATUS
ELEVATING PARTNERSHIPS IN COMPONENT MANUFACTURING	United States	Metal Spinners, Inc.	85-050,608	3,504,176	1/11/2011	Cancelled
METAL SPINNERS	United States	Metal Spinners, Inc.	86-444,827	4,816,498	9/22/2015	Registered
METAL SPINNERS (Suppl. Reg.)	United States	Metal Spinners, Inc.	74-124,686	1,867,880	12/13/1994	Cancelled
	United States	Metal Spinners, Inc.	86-444,847	4,760,110	6/23/2015	Registered
PROPOONENT GROUP	United States	Metal Spinners, Inc.	77-514,239	3,873,459	8/10/2010	Cancelled
SHAPING TOMORROW, TODAY	United States	Metal Spinners, Inc.	86-444,336	4,816,497	9/22/2015	Registered