

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Thermal Solutions, LLC	FORMERLY Alliance Metal Processing, LLC	09/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wheaton Bank & Trust Company		
Also Known As:	Wintrust Bank		
Street Address:	6262 South Route 83		
Internal Address:	Suite 300		
City:	Willowbrook		
State/Country:	ILLINOIS		
Postal Code:	60527		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87910310	WE'VE GOT A GUY	
CORRESPONDENCE DATA			
Fax Number:	3125802201		
<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:	3125805062		
Email:	Drogers@thompsoncoburn.com		
Correspondent Name:	Diona Rogers		
Address Line 1:	55 E. Monroe		
Address Line 2:	37th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Diona E. Rogers		
SIGNATURE:	/Diona E. Rogers/		
DATE SIGNED:	10/17/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2018, is made by PREMIER THERMAL SOLUTIONS, LLC, a Delaware limited liability company formerly known as Alliance Metal Processing, LLC ("Grantor"), in favor of WHEATON BANK & TRUST COMPANY ("Wintrust"), as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

RECITALS

WHEREAS, contemporaneously herewith, Grantor, NitroSteel, LLC, a Delaware limited liability company, Atmosphere Annealing, LLC, a Delaware limited liability company, Premier Thermal Solutions Group, LLC, a Delaware limited liability company formerly known as Alliance Metal Processing Group, LLC, Al-Fe Parent, LLC, a Delaware limited liability company, Al-Fe Heat Treating, LLC, a Delaware limited liability company, Al-Fe Heat Treating-Ohio, LLC, a Delaware limited liability company, Al-Fe Heat Treating-Michigan, LLC, a Delaware limited liability company, and Al-Fe Heat Treating-Defiance, LLC, a Delaware limited liability company, have executed and delivered that certain Amended and Restated Guaranty and Collateral Agreement of even date herewith in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantor is pledging and granting to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or the Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, does hereby reaffirm its prior grant of a continuing security interest as set forth in the Original Trademark Security Agreement, and Grantor hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15. U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such

intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.


5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PREMIER THERMAL SOLUTIONS,
LLC, a Delaware limited liability company

By: 
Name: Steven Wyatt
Title: President

[Signature Page to Amended and Restated Trademark Security Agreement]

WHEATON BANK & TRUST
COMPANY, as Administrative Agent

By: 
Name: ADAM FUCHS
Title: SVP

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Application Date</u>
Premier Thermal Solutions, LLC	WE'VE GOT A GUY	U.S.	N/A	87/910,310	N/A	May 07, 2018