

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Intellectual Property Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SJC DLF II-O, LLC, as Existing Agent		06/03/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SJC DLF III-O, LLC, as Successor Agent		
Street Address:	1700 East Putnam Avenue, Suite 207		
City:	Old Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06870		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2301948	BCL	
Registration Number:	0681024	TEPCOR	
Registration Number:	0691149	TEMPEL	
Registration Number:	2105245	TEMPEL	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202.370.4750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1089442		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	06/03/2019		
Total Attachments: 8			

OP \$115.00 2301948

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ASSIGNMENT OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (“Assignment”), effective as of June 3, 2019, is made by SJC DLF II-O, LLC, as Collateral Agent (in such capacity, the “Existing Agent”) and SJC DLF III-O, LLC, as successor Collateral Agent (in such capacity, the “Successor Agent”) in connection with (i) the TERM LOAN CREDIT AND SECURITY AGREEMENT, as amended and restated, entered into by each Loan Party thereto and the Existing Agent, dated as of October 23, 2015 (the “Existing Agreement”), (ii) the PATENT SECURITY AGREEMENT, entered into by TEMPEL STEEL COMPANY (“Tempel”) and the Existing Agent, dated as of October 23, 2015 (the “Patent Security Agreement”) and (iii) the TRADEMARK SECURITY AGREEMENT, entered into by Tempel and the Existing Agent, dated as of October 23, 2015 (the “Trademark Security Agreement”, and together with the Patent Security Agreement, the “IP Security Agreements”). Unless expressly provided otherwise herein, terms defined or that have their meaning provided for in the Existing Agreement or the IP Security Agreements, as applicable, shall have the same meaning when used in this Assignment (including those defined terms incorporated by reference therein).

WITNESSETH

WHEREAS, pursuant to the Existing Agreement and IP Security Agreements, the Loan Parties granted to the Existing Agent for the benefit of the Existing Agent and the Lenders a continuing security interest in all the Collateral, including the intellectual property Collateral listed in Schedule A (the “Secured IP”); and

WHEREAS, pursuant to the Amendment and Restatement Agreement, dated as of the date hereof, by and among the Existing Agent and the Successor Agent, among others (the “Instrument”), the Existing Agent has agreed to assign to the Successor Agent the security interest in the Secured IP;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Assignment of Security Interest. The Existing Agent hereby assigns to the Successor Agent each of the Liens and security interests assigned, pledged, mortgaged or otherwise created in favor of the Existing Agent under the Existing Agreement and IP Security Agreements over the Secured IP and the Successor Agent hereby assumes all such Liens and security interests for the benefit of the Successor Agent and the Lenders.

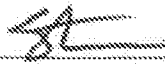
SECTION 2. Purpose. This Assignment has been executed and delivered by the Existing Agent and Successor Agent for the purpose of recording the assignment of the Liens and security interests set forth herein with the United States Patent and Trademark Office and the United States Copyright Office. The Liens and security interests referred to herein are expressly subject to the terms and conditions of the Existing Agreement and IP Security Agreements as amended by the Instrument. The Existing Agreement and IP Security Agreements as amended by the Instrument (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

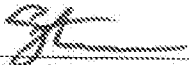
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers on this ___3___ day of June 2019

SJC DLF II-O, LLC,
as Existing Agent

By: 
Name: Stephen J. Czech
Title: Authorized Signatory

SJC DLF III-O, LLC
as Successor Agent

By: 
Name: Stephen J. Czech
Title: Authorized Signatory

[Signature Page to Assignment of Security Interest in Intellectual Property Rights]

TRADEMARK
REEL: 006660 FRAME: 0302

SCHEDULE A

[Attached]

Intellectual Property

Patents and Patent Licenses

UNITED STATES PATENTS:

Issued Patents:

OWNER	PATENT NUMBER	DESCRIPTION
Tempel Steel Company	6,632,062	Parts Handling Device for Press
Tempel Steel Company	6,536,318	Loose Lamination Die with Rotating Blanking Station
Tempel Steel Company	6,523,445	Loose Lamination Die with Rotating Blanking Station
Tempel Steel Company	7,520,746	Annealing Furnace Cooling and Purging System and Method
Tempel Steel Company	7,371,296	Annealing Furnace Cooling and Purging System and Method
Tempel Steel Company	7,435,375	Annealing Furnace Purging and Oxidation System and Method
Tempel Steel Company	7,361,238	Annealing Furnace Purging and Oxidation System and Method
Tempel Steel Company	7,648,672	Process and System Employing Generation of Controlled Furnace Atmospheres Without the Use of Separate Gas Supplies or Stand-Alone Atmosphere
Tempel Steel Company	7,603,760	Method for Producing a Helical Stator
Tempel Steel Company	7,910,049	System Employing Generation of Controlled Furnace Atmospheres Without the Use of Separate Gas Supplies or Stand-Alone Atmosphere Generators
Tempel Steel Company	7,797,977	System for Producing a Helical Stator
Tempel Steel Company	8,082,654	Production Method for Large Rotor/Stator Laminations
Tempel Steel Company	8,209,850	Method for manufacturing pencil cores
Tempel Steel Company	8,854,169	Automotive ignition coil having a core with at least one embedded permanent magnet

OWNER	PATENT NUMBER	DESCRIPTION
Tempel Steel Company	9,214,845	Process for Annealing of Helical Wound Cores Used for Automotive Alternator Applications

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION
Tempel Steel Company	14/556630	Method for producing a magnetic core with improved electrical properties
Tempel Steel Company	14/446549	Automotive ignition coil having a core with at least one embedded permanent magnet
Tempel Steel Company	13/957617	Segmented rotor and stator lamination cores
Tempel Steel Company	15/006262	Method to manufacture improved exciter for an electrical generator
Tempel Steel Company	05/745659	Diamond grinding wheel precision convex radii dressing apparatus

Licenses:

None.

Trademarks and Trademark Licenses

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Tempel Steel Company	2301948	BCL
Tempel Steel Company	0681024	TEMPCOR
Tempel Steel Company	0691149	TEMPEL
Tempel Steel Company	2105245	TEMPEL

Applications:

None.

Licenses:

None.