

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM633455

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Autocam Corporation		03/22/2021	Corporation: MICHIGAN
Polymetallurgical LLC		03/22/2021	Limited Liability Company: DELAWARE
NN, Inc.		03/22/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 S. Dearborn
Internal Address:	Floor L2, IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2898652	AUTOCAM
Registration Number:	1740888	AUTOCAM
Registration Number:	4379731	AUTOCAM
Registration Number:	2999530	AUTOCAM
Registration Number:	1039525	PMC
Registration Number:	4909182	INSPIRED BY INNOVATION INC
Registration Number:	4909181	INSPIRED BY INNOVATION
Registration Number:	4647530	W WHIRLAWAY CORPORATION
Registration Number:	4647531	WHIRLAWAY
Registration Number:	4615998	IMC
Registration Number:	4615999	IMC
Registration Number:	4993741	NN
Registration Number:	2271974	NN

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

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.

Phone: 4045723401
Email: ssheesley@kslaw.com
Correspondent Name: Steven Sheesley
Address Line 1: 1180 Peachtree Street NE
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	58708.515005
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NAME OF SUBMITTER:	Steven Sheesley
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SIGNATURE:	//Steven Sheesley//
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DATE SIGNED:	03/22/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2021 (this “Trademark Security Agreement”), is made by Autocam Corporation, a Michigan corporation (“Autocam”), Polymetallurgical LLC, a Delaware limited liability company (“Polymetallurgical”), and NN, Inc., a Delaware corporation (“NN”, and together with Autocam and Polymetallurgical, each a “Grantor” and collectively the “Grantors”), to and for the benefit of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (in such capacity, the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent;

WHEREAS, the Grantors, the Administrative Agent, the other loan parties party thereto and the lenders party thereto have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, pursuant to the Security Agreement, each Grantor has collaterally assigned to the Administrative Agent and granted to the Administrative Agent for the benefit of the lenders and the other holders of Secured Obligations (as defined in the Credit Agreement) a continuing security interest in certain collateral, to secure the payment, performance and observance of the Secured Obligations.

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

1. Grant of Security Interest. To secure the prompt and complete repayment and performance of the obligations under the Security Agreement, each Grantor hereby grants to the Administrative Agent, a security interest in all of such Grantor’s right, title and interest in and to the following (collectively, the “Trademark Collateral”): (a) all of its Trademarks (as defined in the Security Agreement) including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark.

2. Acknowledgement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, and that the terms and provisions of the Security Agreement are hereby incorporated herein by reference as if fully set forth herein.

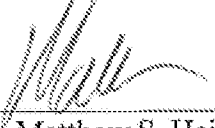
3. Counterparts. This Trademark Security Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Trademark Security Agreement.

4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

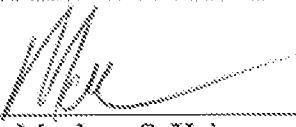
[Signature Page Immediately Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

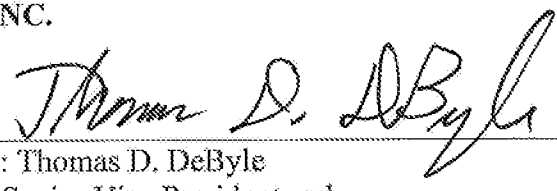
AUTOCAM CORPORATION

By: 
Name: Matthew S. Heiter
Title: Vice President and Secretary

POLYMETALLURGICAL LLC






By: 
Name: Matthew S. Heiter
Title: Vice President and Secretary

NN, INC.

By: 
Name: Thomas D. DeByle
Title: Senior Vice President and
Chief Financial Officer

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademarks

Name of Grantor	Trademark	Registration Date	Registration Number
Autocam Corporation	AUTOCAM and Design  Classes 7, 9 and 12	11/2/2004	2898652
Autocam Corporation	AUTOCAM and Design  Classes 7, 9 and 12	12/22/1992	1740888
Autocam Corporation	AUTOCAM & Design  Classes 7, 9 and 12	8/6/2013	4379731
Autocam Corporation	AUTOCAM Classes 7 and 12	9/27/2005	2999530
Polymetallurgical LLC ¹	PMC and Design  Class 6	5/18/1976	1039525
NN, Inc.	INSPIRED BY INNOVATION INC & Design 	3/1/2016	4909182

¹ This mark is listed with the USPTO as being owned by Polymetallurgical Corp., a former name of Polymetallurgical LLC.

	Class 40		
NN, Inc.	INSPIRED BY INNOVATION Class 40	3/1/2016	4909181
NN, Inc.	W WHIRLAWAY CORPORATION & Design  Class 40	12/2/2014	4647530
NN, Inc.	WHIRLAWAY Class 40	12/2/2014	4647531
NN, Inc.	IMC & Design  Classes 37 and 40	10/7/2014	4615998
NN, Inc.	IMC Classes 37 and 40	10/7/2014	4615999
NN, Inc.	NN INC & Design  Classes 40 and 42	7/5/2016	4993741
NN, Inc.	NN	08/24/1999	2271974

Trademark Applications

None.