

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LaCled Chain Manufacturing Company, LLC		07/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	C3 Capital Partners II, L.P.		
Street Address:	4520 Main Street		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1601861	LACLEDALLOY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-621-5070		
Email:	djennings@armstrongteasdale.com		
Correspondent Name:	David Jennings		
Address Line 1:	7700 Forsyth Blvd.		
Address Line 2:	Ste. 1800		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	27320-22		
NAME OF SUBMITTER:	David Jennings		
Signature:	/atllp/dbj		

CH \$40.00 1601861

Date:

07/19/2012

**Total Attachments: 4**

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**FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "*Amendment*") is made and entered into as of the 3rd day of July, 2012, by and between **LACLEDE CHAIN MANUFACTURING COMPANY, LLC**, a Delaware limited liability company ("*Assignor*"), and **C3 CAPITAL PARTNERS II, L.P.**, a Delaware limited partnership ("*Lender*").

**WITNESSETH:**

WHEREAS, Assignor and Lender are parties to that certain Trademark Collateral Assignment and Security Agreement, dated as of April 23, 2010 (the "*Agreement*");

WHEREAS, Assignor has requested that Lender consent to Assignor executing a new Credit Agreement with Fifth Third Bank, an Ohio Banking Corporation, to refinance its senior debt with BMO Harris Bank N.A., successor by merger to M&I Marshall & Ilsley Bank (f/k/a Southwest Bank, an M&I Bank); and

WHEREAS, Lender desires to consent to such transactions and Lender and Assignor desire to amend the Agreement upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the covenants, promises and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the parties hereto agree as follows:

1. Amendment to the Agreement. The legend on the first page of the Agreement is hereby deleted in its entirety and replaced with the following:

**THE PAYMENT AND PERFORMANCE OF THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN SUBORDINATION AGREEMENT ENTERED INTO AS OF JULY 3, 2012, BY AND BETWEEN LENDER AND FIFTH THIRD BANK, AN OHIO BANKING CORPORATION.**

2. Entire Agreement. This Amendment and the Agreement embody the entire agreement between the parties respecting the subject matter hereof and supersede all prior agreements, proposals, communications and understandings relating to such subject matter. The terms of the Amendment shall be considered a part of the Agreement as if fully set forth therein.

3. Miscellaneous. This Amendment shall be binding upon the Assignor and its successors and Lender and its successors and assigns. The Section headings are furnished for the convenience of the parties and are not to be considered in the construction or interpretation of this Amendment or the Agreement. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Capitalized terms not defined herein shall have the meanings set forth in the Agreement or in the Securities Purchase Agreement dated April 23, 2010 between

Assignor and Lender, as amended. This Amendment shall be a contract made under and governed by the laws of the State of Missouri applicable to contracts made and to be performed entirely within such State.

4. No Other Amendments. In case of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment control. Except as expressly set forth in this Amendment, the terms of the Agreement remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

**LACLEDE CHAIN MANUFACTURING  
COMPANY, LLC**

By: James E Riley  
Name: JAMES E. RILEY  
Title: PRESIDENT & CEO

**C3 CAPITAL PARTNERS II, L.P.**

**By: C3 Capital Partners II, LLC**

**Its: General Partner**

By: \_\_\_\_\_

Name: Patrick F. Healy, Manager

*[Signature page to First Amendment to Trademark Collateral Assignment and Security Agreement]*

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

**LACLEDE CHAIN MANUFACTURING  
COMPANY, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**C3 CAPITAL PARTNERS II, L.P.**

**By: C3 Capital Partners II, LLC**

**Its: General Partner**

By:  \_\_\_\_\_

Name: Patrick F. Healy, Manager

*[Signature page to First Amendment to Trademark Collateral Assignment and Security Agreement]*