

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AJAX TOCCO MAGNETHERMIC CORPORATION		06/22/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	1300 East Ninth Street, 13th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5161579	MAGNETHERMNET	
Registration Number:	4915033	POWERFORGE	
Registration Number:	4915032	POWERBLOCK	
Registration Number:	4902675	PROSOLV	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1075.162		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	06/22/2017		

OP \$115.00 5161579

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of June 22, 2017 by the entity listed on the signature pages hereof as "Grantor" in favor of JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (the "Administrative Agent") for the certain banks and other financial institutions (the "Lenders") time to time parties to the Credit Agreement described below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement (defined below).

WITNESSETH

WHEREAS, pursuant to that certain Seventh Amended and Restated Credit Agreement dated as of April 17, 2017 by and among the Grantor, certain Affiliates of the Grantor, Administrative Agent and the Lenders (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Credit Agreement, Grantor entered into that certain Third Amended and Restated Security Agreement dated as of March 23, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Administrative Agent a continuing security interest in, among other Collateral, certain Trademarks of the Grantor and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

2. Grant of Security Interest. Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under the Trademarks listed on Schedule A hereto (collectively, the "Trademark Collateral") to secure the prompt and complete payment and performance of the Secured Obligations. For clarity, no security interest is pledged, assigned or granted in any "intent to use" trademark applications included in the Trademark Collateral for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, however, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" trademark applications shall be included in the

Trademark Collateral and automatically subject to the security interest pledged, assigned and granted herein.

3. Termination. Upon the termination of the Security Agreement or the termination or release of the Administrative Agent's security interest in any of the Trademark Collateral, the Administrative Agent shall, upon the request of Grantor and at Grantor's cost and expense, execute, acknowledge, and deliver to applicable Grantor an instrument in writing in recordable form releasing the pledge, assignment and grant of a security interest in all affected Trademark Collateral made pursuant to this Agreement.

4. Cumulative Remedies. All of the rights and remedies of Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

5. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of Administrative Agent and its successors and assigns.

6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio.

7. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

GRANTOR:

AJAX TOCCO MAGNETHERMIC
CORPORATION

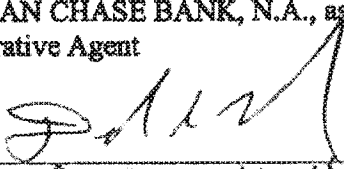
By: Robert D. Vilsack

Name: Robert D. Vilsack

Title: Secretary

AGREED AND ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: David J Winer
Title: Attorney at Law

SCHEDULE A

US TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER
MAGNETHERMNET	86477449	Registered	5161579	03/14/17	Ajax Tocco Magnethermic Corporation
POWERFORGE	86506120	Registered	4915033	03/08/16	Ajax Tocco Magnethermic Corporation
POWERBLOCK	86506118	Registered	4915032	03/08/16	Ajax Tocco Magnethermic Corporation
PROSOLV	86440450	Registered	4902675	02/16/16	Ajax Tocco Magnethermic Corporation

US TRADEMARK APPLICATIONS

None