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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479007

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tooling Technology, LLC		06/07/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC		
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700		
<b>City:</b>	Chicago,		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3388718	DIE CAD GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	(216) 586-3939		
<b>Email:</b>	skoston@jonesday.com		
<b>Correspondent Name:</b>	JONES DAY		
<b>Address Line 1:</b>	901 LAKESIDE AVENUE		
<b>Address Line 2:</b>	NORTH POINT		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	108344-600029		
<b>NAME OF SUBMITTER:</b>	Dilan Weeratunga		
<b>SIGNATURE:</b>	/Dilan Weeratunga/		
<b>DATE SIGNED:</b>	06/22/2018		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of June 7, 2018, by Tooling Technology, LLC, a Delaware limited liability company (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders and (to the extent provided in the Guarantee and Collateral Agreement or in the Credit Agreement) their Affiliates (in each case as defined in the Credit Agreement referenced below).

W I T N E S S E T H

WHEREAS, Grantor, Agent and Lenders are parties to that certain Amended and Restated Credit Agreement dated as of October 20, 2015 and amended as of October 14, 2016, April 13, 2017, June 30, 2017, September 6, 2017 and March 29, 2018 (as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

WHEREAS, pursuant to the terms of that certain Amended and Restated Guarantee and Collateral Agreement dated as of October 20, 2015, by and among Grantor, the other Loan Parties from time to time party thereto, and Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement), Grantor has granted to Agent, for the ratable benefit of the Lenders and (to the extent provided in the Guarantee and Collateral Agreement or in the Credit Agreement) their Affiliates, a security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under all Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications thereto) now existing or hereafter adopted or acquired, together with the goodwill associated therewith, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Agent, for the ratable benefit of the Lenders and (to the extent provided in the Guarantee and Collateral Agreement or in the Credit Agreement) their Affiliates, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items, types of property and all rights, priorities and privileges relating thereto, being herein collectively referred to as the

“**Trademark Collateral**”), whether now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest:

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule A hereto, and (ii) the right to obtain all renewals thereof;

(a) each agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule A hereto;

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark;

(c) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom; and

(d) all books and records pertaining to any of the foregoing and all Proceeds and products of any of the foregoing.

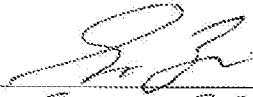
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” applications for Trademarks filed under Section 1(b) of the Trademark Act, until such time as such Grantor begins to use such Trademarks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted in the Guarantee and Collateral Agreement.

4. 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 Page Follows]*

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

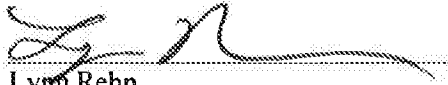
**TOOLING TECHNOLOGY, LLC**, a  
Delaware limited liability company,  
as Grantor

By:   
Name: STEVE ZERINO  
Title: CEO

[Signature page to Trademark Security Agreement – Die Cad Acquisition]

AGREED AND ACCEPTED:

**MADISON CAPITAL FUNDING LLC, as**  
Agent

By:   
Name: Lynn Rehn  
Title: Director

[Signature page to Trademark Security Agreement -- Die Cad Acquisition]

**SCHEDULE A**

**Trademark Registrations and Applications**

GRANTOR	COUNTRY	TRADEMARK	REGISTRATION No. / APPLICATION NO.	REGISTRATION DATE / FILING DATE
Tooling Technology, LLC	US	DIE CAD GROUP	Reg. No. 3388718	02/26/2008

**Trademark Licenses**

COUNTY OR TERRITORY	TRADEMARK	LICENSOR	LICENSEE	EFFECTIVE DATE	EXPIRATION DATE