

**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
Milacron LLC		08/21/2009	Entity: A Delaware Limited Liability Company by Milacron Holdings Inc., its Sole Member:
DME Company LLC		08/21/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Foothill, LLC, as agent
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 96**

Property Type	Number	Word Mark
Registration Number:	2172497	AUTOJECTORS
Registration Number:	1020913	CENTER SAVER
Registration Number:	2332117	CIMCHEK
Registration Number:	0810254	CIMCLEAN
Registration Number:	0904116	CIMCOOL
Registration Number:	0415093	CIMCOOL
Registration Number:	1316374	CIMDRAULIC
Registration Number:	0813829	CIMFLO
Registration Number:	1087532	CIMFREE
Registration Number:	0757107	CIMGUARD

**900141800**

**TRADEMARK  
 REEL: 004052 FRAME: 0077**

**CH \$2415.00 2172497**

Registration Number:	0689369	CIMPERIAL
Registration Number:	0699277	CIMPLUS
Registration Number:	1580883	CIMSTAR
Registration Number:	0986779	CIMTAP
Registration Number:	1526347	CIMTECH
Registration Number:	2225318	CIMVANTAGE
Registration Number:	1100008	CINCINNATI MILACRON
Registration Number:	2124420	
Registration Number:	3026553	
Registration Number:	2665360	E PET
Registration Number:	2559906	EVOLUTION
Registration Number:	1924433	FERROMATIK MILACRON
Registration Number:	1956188	FIND A BETTER WAY
Registration Number:	2075199	MAGNA
Registration Number:	0905990	MILACRON
Registration Number:	0894092	MILACRON
Registration Number:	0894004	MILACRON
Registration Number:	0893967	MILACRON
Registration Number:	1892897	MILCOOL
Registration Number:	2436916	MILDRAW
Registration Number:	2366656	MILFORM
Registration Number:	1892896	MILHONE
Registration Number:	1883270	MILPLUS
Registration Number:	1892895	MILPRO
Registration Number:	1246144	MSL
Registration Number:	2794926	OAK
Registration Number:	3208437	OAK DRAW
Registration Number:	3273752	OAK KOOL
Registration Number:	3217546	OAK PROTECT
Registration Number:	2736354	OAK SIGNATURE
Registration Number:	2700266	OAKFLO
Registration Number:	2700264	OAKFORM
Registration Number:	2736353	OAKSPEC
Registration Number:	2700265	OAKTEC
Registration Number:	2704570	OAKWASH

Registration Number:	1824101	PAK
Registration Number:	3460430	
Registration Number:	2789384	POWERMELT
Serial Number:	77760037	POWERPAK
Registration Number:	2215353	PROWLER
Registration Number:	1338651	QUAL STAR
Registration Number:	2359901	QUANTALUBE
Registration Number:	2488519	SERVTEK
Registration Number:	3195372	SIGNATURE TOOLS
Registration Number:	2891637	TIMBEREX
Registration Number:	3511550	UNILOY
Registration Number:	2472740	WOLFPACK
Registration Number:	3272029	XTREEM
Registration Number:	2977473	VICTORY
Registration Number:	2914956	VECTORFORM
Registration Number:	1953372	TAS
Registration Number:	2591575	STRAIGHT SHOT
Registration Number:	2632679	STELLAR
Registration Number:	1476579	SSM
Registration Number:	1953371	SSH
Registration Number:	1530609	SMART START
Registration Number:	1616459	SMART SERIES
Registration Number:	1466029	SMART SERIES
Registration Number:	1625672	SELECTIVE CYCLE
Registration Number:	1466028	SELECTIVE CYCLE
Serial Number:	77488780	QUICK STRIP
Registration Number:	2504707	QDS
Registration Number:	1313162	NM
Registration Number:	1317649	NICKERSON
Registration Number:	1585322	MUD
Registration Number:	3064062	MOLDERBASICS
Registration Number:	1223834	MOLD SAVER
Registration Number:	2468501	MOLD BASICS
Registration Number:	2394775	MINI-MIGHT
Registration Number:	1525409	MFP

Registration Number:	1451556	MFP
Registration Number:	2486347	METEOR
Registration Number:	2944492	INTEGRITY
Registration Number:	2967700	IN2
Registration Number:	1443965	HOT ONE
Registration Number:	2443512	GALAXY
Registration Number:	3490641	EVERY STEP OF THE WAY
Registration Number:	2080550	DSS
Registration Number:	2232773	D-M-E
Registration Number:	1721367	D-M-E
Registration Number:	1217295	D-M-E
Registration Number:	1842659	DME
Registration Number:	1761043	D M E
Registration Number:	1486791	COOL ONE
Serial Number:	77581013	BACCHUS
Registration Number:	1094237	AUTO FIXED

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-756-2783  
Email: nicholas.corrado@srz.com  
Correspondent Name: Nicholas Corrado, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025983-0163
NAME OF SUBMITTER:	Nicholas Corrado, Esq. (025983-0163)
Signature:	/kc for nc/
Date:	08/26/2009

**Total Attachments: 9**

source=Trademark Security Agreement for Milacron#page1.tif  
source=Trademark Security Agreement for Milacron#page2.tif  
source=Trademark Security Agreement for Milacron#page3.tif  
source=Trademark Security Agreement for Milacron#page4.tif  
source=Trademark Security Agreement for Milacron#page5.tif  
source=Trademark Security Agreement for Milacron#page6.tif

source=Trademark Security Agreement for Milacron#page7.tif  
source=Trademark Security Agreement for Milacron#page8.tif  
source=Trademark Security Agreement for Milacron#page9.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of August 2009, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually, "Grantor"), and **WELLS FARGO FOOTHILL, LLC**, a Delaware limited liability company, in its capacity as Agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 21, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Milacron Holdings Inc., a Delaware corporation, as parent ("Parent"), each of Parent's Subsidiaries listed as a "Borrower" on the signature pages thereto (each, a "Borrower" and collectively, "Borrowers"), the lenders party thereto as "Lenders", Agent, and Bank of America, N.A., a national banking association, as co-arranger and co-administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Co-Agent"), the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of August 21, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks referred to on Schedule I hereto; provided that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law;
  - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
  - (c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds (as that term is defined in the Code) of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall

mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. **CONTROLLING LAW.** This Agreement is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

[signature page follows]




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

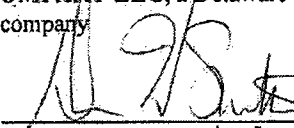
GRANTORS:

MILACRON LLC, a Delaware limited liability company

By MILACRON HOLDINGS INC., its Sole Member

By:   
Name: Dennis H. Smith  
Title: President & CEO

DME COMPANY LLC, a Delaware limited liability company

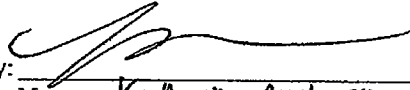
By:   
Name: Dennis H. Smith  
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FOOTHILL, LLC, a**  
Delaware limited liability company

By:   
Name: Katherine Anderson  
Title: VP

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004052 FRAME: 0086**

**U.S. TRADEMARKS**

**Owner: Milacron LLC**

Country	Trademark	Status	Application No.	Date Filed	Registration No.	Registration Date
United States of America	AUTOJECTORS & DESIGN	Registered	75/233729	1/30/1997	2172497	7/14/1998
United States of America	CENTER SAVER	Registered	17031	3/25/1974	1020913	9/23/1975
United States of America	CIMCHEK	Registered	75/655815	3/8/1999	2332117	3/21/2000
United States of America	CIMCLEAN	Registered	222662	7/6/1965	810254	6/21/1966
United States of America	CIMCOOL	Registered	340368	10/10/1969	904116	12/15/1970
United States of America	CIMCOOL	Registered	478857	1/22/1945	415093	7/10/1945
United States of America	CIMDRAULIC	Registered	445030	9/23/1983	1316374	1/29/1985
United States of America	CIMFLO	Registered	222663	7/6/1965	813829	8/30/1966
United States of America	CIMFREE	Registered	123604	4/21/1977	1087532	3/21/1978
United States of America	CIMGUARD	Registered	72/148142	7/2/1962	757107	9/24/1963
United States of America	CIMPERIAL	Registered	64260	12/15/1958	689369	12/8/1959
United States of America	CIMPLUS	Registered	72/084290	10/30/1959	699277	6/14/1960
United States of America	CIMSTAR	Registered	705452	1/13/1988	1580883	2/6/1990
United States of America	CIMTAP	Registered	72/449401	3/16/1973	986779	6/25/1974
United States of America	CIMTECH	Registered	745479	8/11/1988	1526347	2/28/1989
United States of America	CIMVANTAGE	Registered	75/348230	8/28/1997	2225318	2/23/1999
United States of America	CINNINATI MILACRON	Registered	78633	2/27/1976	1100008	8/22/1978
United States of America	CORPORATE LOGO DESIGN	Registered	75/163070	7/3/1996	2124420	12/23/1997
United States of America	DROP DESIGN	Registered	78/323507	11/5/2003	3026553	12/13/2005
United States of America	E-PET & DESIGN	Registered	76/162222	11/9/2000	2665360	12/24/2002
United States of America	EVOLUTION	Registered	75/940796	3/9/2000	2559906	4/9/2002
United States of America	FERROMATIK MILACRON	Registered	464563	12/2/1993	1924433	10/3/1995
United States of America	FIND A BETTER WAY	Registered	74/642445	3/6/1995	1956188	2/13/1996
United States of America	MAGNA	Registered	75/044405	1/16/1996	2075199	7/11/1997
United States of America	MILACRON	Registered	346725	12/19/1969	905990	1/12/1971
United States of America	MILACRON	Registered	72/342141	10/30/1969	894092	7/7/1970
United States of America	MILACRON	Registered	342139	10/30/1969	894004	7/7/1970
United States of America	MILACRON	Registered	72/342138	10/30/1969	893967	7/7/1970
United States of America	MILCOOL	Registered	488956	2/14/1994	1892897	5/9/1995
United States of America	MILDRAW	Registered	75/931854	2/28/2000	2436916	3/20/2001

**Owner: Milacron LLC**

Country	Trademark	Status	Application No.	Date Filed	Registration No.	Registration Date
United States of America	MILFORM	Registered	75/309375	6/16/1997	2366656	7/11/2000
United States of America	MILHONE	Registered	488955	2/14/1994	1892896	5/9/1995
United States of America	MILPLUS	Registered	488957	2/14/1994	1883270	3/14/1995
United States of America	MILPRO	Registered	74/488954	2/14/1994	1892895	5/9/1995
United States of America	MSL	Registered	350068	2/12/1982	1246144	7/26/1983
United States of America	OAK	Registered	78/206249	1/23/2003	2794926	12/16/2003
United States of America	OAK DRAW	Registered	78/854690	4/5/2006	3208437	2/13/2007
United States of America	OAK KOOL	Registered	77/019910	10/12/2006	3273752	8/7/2007
United States of America	OAK PROTECT	Registered	78/854622	4/5/2006	3217546	3/13/2007
United States of America	OAK SIGNATURE	Registered	76/439574	8/12/2002	2736354	7/15/2003
United States of America	OAKFLO	Registered	76/439556	8/12/2002	2700266	3/25/2003
United States of America	OAKFORM	Registered	76/439552	8/12/2002	2700264	3/25/2003
United States of America	OAKSPEC	Registered	76/439555	8/12/2002	2736353	7/15/2003
United States of America	OAKTEC	Registered	76/439553	8/12/2002	2700265	3/25/2003
United States of America	OAKWASH	Registered	76/439554	8/12/2002	2704570	4/8/2003
United States of America	PAK	Registered	74/335045	11/27/1992	1824101	3/1/1994
United States of America	PINK Color	Registered	77/169962	5/1/2007	3460430	7/8/2008
United States of America	POWERMELT	Registered	76/322708	10/9/2001	2789384	12/2/2003
United States of America	POWERPAK	Pending	77/760037	6/15/2009		
United States of America	PROWLER	Registered	75/286226	5/5/1997	2215353	12/29/1998
United States of America	QUAL STAR	Registered	510746	11/26/1984	1338651	6/4/1985
United States of America	QUANTALUBE	Registered	75/697465	5/3/1999	2359901	6/20/2000
United States of America	SERVTEK	Registered	75/704313	5/13/1999	2488519	9/11/2001
United States of America	SIGNATURE TOOLS	Registered	78/881444	5/11/2006	3195372	1/2/2007
United States of America	TIMBEREX	Registered	76/417643	6/3/2002	2891637	10/5/2004
United States of America	UNILOY	Registered	77/402365	2/21/2008	3511550	10/7/2008
United States of America	WOLFPACK	Registered	75/660951	3/15/1999	2472740	7/31/2001
United States of America	XTREEM	Registered	78/832389	3/8/2006	3272029	7/31/2007

**Owner: DME Company  
LLC**

Country	Trademark	Status	Application No.	Date Filed	Registration No.	Registration Date
United States of America	VICTORY	Registered	76/524043	6/20/2003	2977473	7/26/2005
United States of America	VECTORFORM	Registered	76/525022	6/23/2003	2914956	12/28/2004
United States of America	TAS	Registered	74/649532	3/21/1995	1953372	1/30/1996
United States of America	STRAIGHT SHOT	Registered	76/336251	11/13/2001	2591575	7/9/2002
United States of America	STELLAR	Registered	76/072415	6/5/2000	2632679	10/8/2002
United States of America	SSM	Registered	73/600084	5/22/1986	1476579	2/16/1988
United States of America	SSH	Registered	74/649531	3/21/1995	1953371	1/30/1996
United States of America	SMART START	Registered	73/689197	10/8/1987	1530609	3/21/1989
United States of America	SMART SERIES	Registered	73/737240	6/29/1988	1616459	10/9/1990
United States of America	SMART SERIES	Registered	73/610574	7/22/1986	1466029	11/17/1987
United States of America	SELECTIVE CYCLE	Registered	73/738990	7/11/1988	1625672	12/4/1990
United States of America	SELECTIVE CYCLE	Registered	73/610573	7/22/1986	1466028	11/17/1987
United States of America	QUICK STRIP	Published	77/488780	6/2/2008		
United States of America	QDS	Registered	76/237215	4/9/2001	2504707	11/6/2001
United States of America	NM	Registered	73/446177	10/3/1983	1313162	1/8/1985
United States of America	NICKERSON	Registered	73/446397	10/3/1983	1317649	2/5/1985
United States of America	MUD	Registered	73/812525	7/14/1989	1585322	3/6/1990
United States of America	MOLDERBASICS	Registered	76/452557	9/25/2002	3064062	2/28/2006
United States of America	MOLD SAVER	Registered	73/341412	12/14/1981	1223834	1/18/1983
United States of America	MOLD BASICS	Registered	75/864985	12/6/1999	2468501	7/10/2001
United States of America	MINI-MIGHT	Registered	75/581193	11/5/1998	2394775	10/17/2000
United States of America	MFP	Registered	73/737250	6/29/1988	1525409	2/21/1989
United States of America	MFP	Registered	73/600078	5/22/1986	1451556	8/4/1987
United States of America	ME TEOR	Registered	76/072416	6/5/2000	2486347	9/4/2001
United States of America	INTEGRITY	Registered	76/489773	2/13/2003	2944492	4/26/2005
United States of America	IN2	Registered	76/495808	3/10/2003	2967700	7/12/2005
United States of America	HOT ONE	Registered	73/623620	10/2/1986	1443965	6/23/1987
United States of America	GALAXY	Registered	75/852771	11/19/1999	2443512	4/10/2001
United States of America	EVERY STEP OF THE WAY	Registered	78/954530	8/17/2006	3490641	8/19/2008
United States of America	DSS	Registered	74/649533	3/21/1995	2080550	7/22/1997
United States of America	DME & DESIGN	Registered	75/249338	2/28/1997	2232773	3/16/1999
United States of America	D-M-E	Registered	74/143455	3/1/1991	1721367	10/6/1992

**Owner: DME Company  
LLC**

Country	Trademark	Status	Application No.	Date Filed	Registration No.	Registration Date
United States of America	D-M-E	Registered	73/254044	3/14/1980	1217295	11/23/1982
United States of America	DME	Registered	74/192065	8/6/1991	1842659	7/5/1994
United States of America	DME	Registered	74/192072	8/6/1991	1761043	3/30/1993
United States of America	COOL ONE	Registered	73/681520	8/31/1987	1486791	5/3/1988
United States of America	BACCCHUS	Pending	77/581013	9/29/2008		
United States of America	AUTO FIXED	Registered	73/104475	10/26/1976	1094237	6/27/1978