

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pride Engineering, LLC		12/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 South Riverside Plaza, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3386122	GUARDIAN	
Registration Number:	3314585	PRIDE TOUCH	
Serial Number:	86630095	PRIDE	
Serial Number:	86629971	TRUE PRIDE	
Serial Number:	86629932	INFINITE CERAMIC	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Brian P. Kerwin		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	D6410-00074		
NAME OF SUBMITTER:	Brian P. Kerwin		
SIGNATURE:	/Brian P. Kerwin/		
DATE SIGNED:	12/22/2015		

OP \$140.00 3386122

Total Attachments: 8

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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of December 18, 2015, is by and between PRIDE ENGINEERING, LLC (the "Grantor"), and FIFTH THIRD BANK, as Lender (together with its successors and assigns, "Secured Party").

WHEREAS, reference is made to the Amended and Restated Loan and Security Agreement dated as of December 18, 2015 among the Grantor, as a borrower, the other Borrowers party thereto and Secured Party, as Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, in order to secure the Liabilities under the Loan Agreement, the Grantor has granted a security interest and lien to Secured Party in substantially all of its assets pursuant to the Loan Agreement; and

WHEREAS, the Secured Party and the Grantor are entering into this IP Security Agreement in order to memorialize the terms and conditions of the Loan Agreement, including by recording this IP Security Agreement with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor (intending to be legally bound) and the Secured Party agree as follows (with capitalized terms used but not defined herein having the meanings given to them in the Loan Agreement):

1. Grant of Security. In order to secure the payment and performance of the Liabilities, the Grantor hereby pledges and grants to the Secured Party a continuing security interest and lien in and to any and all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"); provided that the IP Collateral shall not include any Excluded Collateral; including for the avoidance of doubt, any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted):

(a) all (i) letters patent of the United States or any political subdivision thereof, (ii) applications for letters patent of the United States, and (iii) reissues, divisions, continuations and continuations-in-part, or extensions thereof, including, without limitation, any of the foregoing listed on Schedule 1 hereof and (iv) all rights to obtain any reissues or extensions of the foregoing (the "Patents");

(b) (i) all trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, logos and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, 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 political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing listed on Schedule 2 hereof, and (ii) the right to obtain all renewals thereof (the "Trademarks");

(c) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Schedule 3 attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "Copyrights");

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor acknowledges that a copy of this IP Security Agreement will be recorded by the Secured Party with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Grantor.

3. Financing Agreement. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which are hereby incorporated by reference. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement and the other Financing Agreements, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. In the event of a conflict between the Loan Agreement and this IP Security Agreement, the terms of the Loan Agreement shall control.

4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by telecopy, .pdf file, or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, except as permitted by Section 9.3 of the Loan Agreement, Grantor shall not assign this IP Security Agreement or any of Grantor's obligations hereunder without the prior written consent of the Secured Party.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois.

7. Amendment and Restatement. On the date hereof, that certain Intellectual Property Security Agreement dated as of March 21, 2014 previously entered into between Grantor and Secured Party shall be fully amended, restated and replaced by this IP Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and the Secured Party has caused this Amended and Restated Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

PRIDE ENGINEERING, LLC

By: Thomas H. Smude
Name: Thomas H. Smude
Its: Chief Financial Officer

SECURED PARTY:

FIFTH THIRD BANK, as Lender

By: _____
Name: Patrick Wasser
Its: Vice President

Signature Page to Amended and Restated IP Security Agreement

TRADEMARK
REEL: 005696 FRAME: 0049

IN WITNESS WHEREOF, the Grantor and the Secured Party has caused this Amended and Restated Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

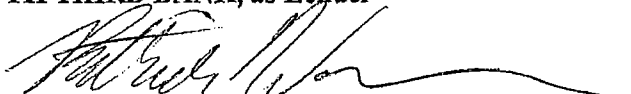
GRANTOR:

PRIDE ENGINEERING, LLC

By: _____
Name: Thomas H. Smude
Its: Chief Financial Officer

SECURED PARTY:

FIFTH THIRD BANK, as Lender

By:  _____
Name: Patrick Wasser
Its: Vice President


Schedule 1

Issued Patents and Patent Applications

Country	Entity	Patent Description	Patent No.	Application No.
USA	Pride Engineering, LLC	Double Action Bottom Former for High Cyclic Operation	6,490,904	09/858,242
USA	Pride Engineering, LLC	Can Bottom Forming Assembly (Model 100)	7,290,428	11/346,132
USA	Pride Engineering, LLC	Can Bottom Forming Assembly (Model 250)	7,526,937	11/904,861
USA	Pride Engineering, LLC	Tool Pack Assembly	7,107,811	11/251,395
USA	Pride Engineering, LLC	Floating Clamp Ring Assembly	N/A	62/213,408

Schedule 2

Trademark Registrations

Entity	Mark	Country	Reg. No.	Serial. No.
Pride Engineering, LLC	"Guardian"	USA	3,386,122	77117323
Pride Engineering, LLC	"Pride Touch"	USA	3,314,585	78883580
Pride Engineering, LLC	PRIDE 	USA	N/A	86630095
Pride Engineering, LLC	TRUE PRIDE	USA	N/A	86629971
Pride Engineering, LLC	INFINITE CERAMIC	USA	N/A	86629932

Schedule 3

Copyrights

None.