

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373127

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Industrial Magnetics, Inc.		02/12/2016	CORPORATION: MICHIGAN
Prater Industries, Inc.		02/12/2016	CORPORATION: ILLINOIS
Sterling Controls, Inc.		02/12/2016	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Administrative Agent
Street Address:	500 W Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2700644	MAG-MATE
Registration Number:	2838128	SHEETSEEKER
Registration Number:	2839832	TRANSPORTER
Registration Number:	2839840	POWERLIFT
Registration Number:	2847354	CREATIVE LIFT
Registration Number:	2912161	BULLET
Registration Number:	3158296	THE OX
Registration Number:	3284113	IMI INDUSTRIAL MAGNETICS, INC. ESTABLISH
Registration Number:	4126761	MAKING THINGS BETTER
Registration Number:	4197425	QUICKSHIP ORDER TODAY - SHIP TODAY
Registration Number:	4840955	MAX-ATTACH
Registration Number:	4780808	PRATER
Registration Number:	4771997	STERLING
Registration Number:	4842686	S
Registration Number:	4868169	P
Serial Number:	86835705	INDUSTRIAL MAGNETICS
Registration Number:	0799487	PRATER

CH \$440.00 2700644

CORRESPONDENCE DATA**Fax Number:** 3125774565

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.

Phone: 312-577-8265**Email:** kristin.brozovic@kattenlaw.com**Correspondent Name:** Kristin Brozovic C/O Katten**Address Line 1:** 525 W Monroe Street**Address Line 4:** Chicago, ILLINOIS 60661**ATTORNEY DOCKET NUMBER:** 387132-185**NAME OF SUBMITTER:** Kristin Brozovic**SIGNATURE:** /Kristin Brozovic/**DATE SIGNED:** 02/12/2016**Total Attachments: 11**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated February 12, 2016, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Antares Capital LP, as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement dated as of February 12, 2016 (as it may hereafter be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the “Credit Agreement”) among DNS-IMI Acquisition Corp., a Delaware corporation (the “Borrower”), DNS-IMI Holding Corp., a Delaware corporation (“Holdings”), Antares Capital LP, as administrative agent, and the other parties thereto, and (ii) the Security Agreement dated February 12, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Administrative Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

(i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in, the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc. (a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT WITH RESPECT TO THE COLLATERAL THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GRANTORS:

INDUSTRIAL MAGNETICS, INC.

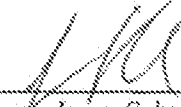
By: _____

Name: Jason Schroeder

Title: Assistant Secretary

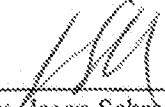
GRANTORS:

PRATER INDUSTRIES, INC.

By: 
Name: Jason Schroeder
Title: Assistant Secretary

GRANTORS:

STERLING CONTROLS, INC.

By: 
Name: Jason Schroeder
Title: Assistant Secretary

ANTARES CAPITAL LP,
as Administrative Agent

By: Kevin Fitzgerald

Name: Kevin Fitzgerald

Its: Duly Authorized Signatory

Schedule A

Patents

Registration or Application Number	Title	Status	Registered Owner
5,630,634	Device for Magnetically Engaging Objects for Variable Surface Contours	Active	Industrial Magnetics, Inc.
6,538,544	Pneumatically Actuated Magnetic Workpiece Holder	Active	Industrial Magnetics, Inc.
6,471,273	Lifting Magnet with Roller Cam Release Mechanism	Active	Industrial Magnetics, Inc.
6,845,976	Fanner with Floating Assembly	Active	Industrial Magnetics, Inc.
7,544,035	Manhole Cover lifting device incorporating leverage and magnets	Active	Industrial Magnetics, Inc.
7,503,743	Manhole Cover lifting device incorporating leverage and magnets	Active	Industrial Magnetics, Inc.
7,762,386	Oven/Proofer Magnet	Active	Industrial Magnetics, Inc.
8,132,674	Continuous Cleaning Tramp Metal Separation Device	Active	Industrial Magnetics, Inc.
8,474,629	Self Cleaning Tramp Metal Device for Pneumatic Conveying Lines	Active	Industrial Magnetics, Inc.
62/186,522	Rotary Valve Seal Pressure & Indicator System	Application	Industrial Magnetics, Inc.

Schedule B

Trademarks

Registration Application Number	or	Mark	Status	Registered Owner
2,700,644		Mag-Mate®	Active	Industrial Magnetics, Inc.
2,838,128		SheetSeeker®	Active	Industrial Magnetics, Inc.
2,839,832		Transporter®	Active	Industrial Magnetics, Inc.
2,839,840		PowerLift®	Active	Industrial Magnetics, Inc.
2,847,354		Creative Lift®	Active	Industrial Magnetics, Inc.
1,682,673		New IMI Logo (Canada)	Pending	Industrial Magnetics, Inc.
2,912,161		Bullet ®	Active	Industrial Magnetics, Inc.
3,158,296		The Ox®	Active	Industrial Magnetics, Inc.
3,284,113		New IMI Logo	Active	Industrial Magnetics, Inc.
4,126,761		Making Things Better®	Active	Industrial Magnetics, Inc.
4,197,425		QuickShip TODAY TODAY®	Active	Industrial Magnetics, Inc.
		ORDER - SHIP		
4,840,955		Max-Attach®	Active	Industrial Magnetics, Inc.
86,835,705		Industrial Magnetics™	Pending	Industrial Magnetics, Inc.
4,780,808		Prater®	Active	Prater Industries, Inc.
779,487	799487	Prater®	Active	Prater Industries, Inc.
4,771,997		Sterling®	Active	Sterling Controls, Inc.
4,842,686		S & Design®	Active	Sterling Controls, Inc.
4,868,169		P & Design®	Active	Prater Industries, Inc.
TMA922071		PRATER® (Canada)	Active	Prater Industries, Inc.
1,719,666		P & Design (Canada)	Pending	Prater Industries, Inc.
1,722,678		Sterling (Canada)	Pending	Sterling Controls, Inc.

Registration Application Number	or	Mark	Status	Registered Owner
1,722,679		S & Design (Canada)	Pending	Sterling Controls, Inc.

Schedule C

Copyrights

None.