

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
ACUPOWDER INTERNATIONAL, L.L.C.	11/01/2011
<b>RECEIVING PARTY DATA</b>	
Name:	PNC Bank, National Association, as Agent
Street Address:	2 North Lake Avenue
Internal Address:	Suite 440
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Patent Number:	5118341
Patent Number:	4540437
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(213)830-8743
Phone:	213-680-6400
Email:	kimberley.lathrop@bingham.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Kimberley A. Lathrop
Address Line 1:	355 South Grand Avenue
Address Line 2:	Bingham McCutchen LLP
Address Line 4:	Los Angeles, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	3008309.336196
NAME OF SUBMITTER:	Kimberley A. Lathrop
Total Attachments: 7	

CH \$80.00 5118341

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**PATENT**  
**REEL: 027158 FRAME: 0703**

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AMENDED AND RESTATED  
PATENT SECURITY AGREEMENT

This Amended and Restated Patent Security Agreement (this "Patent Security Agreement") is made as of this 1st day of November, 2011, between the Grantor signatory hereto (the "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, in connection with that certain Revolving Credit, Term Loan and Security Agreement, dated December 23, 2008, by and among BISON ACQUISITION CORPOARTION, a Delaware corporation, ("Parent"), SCM METAL PRODUCTS, INC., a Delaware corporation ("SCM"), ACUPOWDER INTERNATIONAL, L.L.C., a New Jersey limited liability company ("ACPI"), ACUPOWDER TN, LLC, a New Jersey limited liability company ("ACPTN"), ECKA GRANULES OF AMERICA L.P., a Delaware limited partnership ("ECKA LP"), ECKA GRANULES OF AMERICA LLC, a South Carolina limited liability company ("ECKA LLC"), ALULIGHT OF AMERICA L.P., a Georgia limited partnership ("Alulight" and collectively with SCM, ACPI, ACPTN, ECKA LP, and ECKA LLC, the "Original Borrowers"), the financial institutions from time to time party thereto (the "Original Lenders") and the Agent (as amended, supplemented or otherwise modified immediately prior to the date hereof, the "Original Credit Agreement"), ACPI has entered into that certain Patent Security Agreement, dated July 12, 2010 (as amended, supplemented or otherwise modified immediately prior to the date hereof, the "Original Patent Security Agreement"), with Agent;

WHEREAS, the Original Credit Agreement is being amended and restated on the date hereof pursuant to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated the date hereof, by and among Bison Acquisition II Corporation, a Delaware corporation, Parent, the Original Borrowers existing as of the date hereof, and each other Person joined as a party thereto as a "Borrower", and all of their respective permitted successors and assigns (collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and the Agent (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement");

WHEREAS, it is a condition to the effectiveness of the Credit Agreement that the Original Patent Security Agreement be amended and restated on the terms set forth herein in order to, among other things, re-affirm ACPI's obligations thereunder; and

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, the 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 Credit Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority 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 "Patent Collateral"):

(a) all of such Grantor's patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any License.

Notwithstanding the foregoing, the Patent Collateral shall not include, and Grantor shall be deemed not to have granted a security interest in, (a) unless otherwise expressly granted pursuant to any Other Document, any rights or interests in any license, contract or agreement to which Grantor is a party to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law) or (b) any rights or property, including, without limitation, any intent-to-use trademark applications, to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law); provided, that, with respect to each of the foregoing clauses (a) and (b), immediately upon the ineffectiveness, lapse or termination of any such restriction, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests or other assets, as the case may be, as if such provision had never been in effect; and provided, further that, notwithstanding any such restriction in any of the foregoing, the Patent Collateral shall, to the extent such restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and shall in any event include the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents or Licenses for Patents of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent 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 Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other 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 Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other 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 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. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

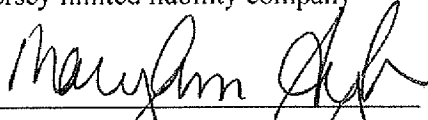
8. NO NOVATION. This Patent Security Agreement amends, restates, replaces and supersedes (but shall not constitute a novation of) the Original Patent Security Agreement in its entirety. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Original Patent Security Agreement, which shall remain in full force and effect, except as expressly modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Patent Security Agreement shall be construed as a release or other discharge of ACPI under any of the Other Documents to which it is a party or from any of its obligations and liabilities thereunder. ACPI hereby confirms and agrees that the pledge to the Agent and the grant to the Agent, of a Lien on any collateral as security for the obligations from time to time existing in respect of the Original Patent Security Agreement and/or any of the Other Documents, is hereby ratified and confirmed in all respects.

*[Remainder of page intentionally left blank; signature page follows.]*

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

GRANTOR:

ACUPOWDER INTERNATIONAL, L.L.C.,  
a New Jersey limited liability company

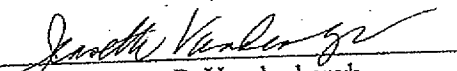
By:   
Name: Mary Ann Sigler  
Title: Vice President

Signature Page to Patent Security Agreement

**PATENT**  
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ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Jeanette P. Vandenberg  
Title: Vice President

Signature Page to Patent Security Agreement

PATENT  
REEL: 027158 FRAME: 0710



SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patents

<b>Grantor</b>	<b>Country</b>	<b>Description of Patent</b>	<b>Application/ Registration Number</b>	<b>Application/ Registration Date</b>
ACUPOWDER INTERNATION AL, L.L.C.	United States	Machinable powder metallurgical parts and method	5118341	06/02/1992
ACUPOWDER INTERNATION AL, L.L.C.	United States	Tin alloy powder for sintering	4540437	09/10/1985

Licenses

None.