

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Main Steel Polishing Company, Inc.	03/26/2012
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7535037
Application Number:	11221300
Application Number:	13162161
Application Number:	12417803
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
Phone:	312/876-7628
Email:	linda.kastner@lw.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:	Linda Ruth Kastner, c/o Latham & Watkins
Address Line 1:	233 S. Wacker Drive
Address Line 2:	Suite 5800
Address Line 4:	Chicago, ILLINOIS 60606
NAME OF SUBMITTER:	Linda Kastner
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of March 26, 2012, is made by each entity listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as Agent under the Credit Agreement described below (in such capacity, together with its successors and permitted assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 26, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and GE Capital, as Agent thereunder, as an L/C Issuer and as a Swingline Lender, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, of even date with the Credit Agreement, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of these premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent, for the benefit of the Secured Parties, and grants to Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, such responsibility to be exercised in such Grantor's sole discretion except as otherwise required by the Guaranty and Security Agreement, in connection with its Patents subject to a security interest hereunder.

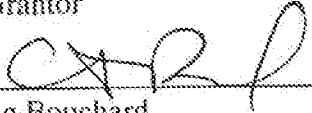
Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, each 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.

MAIN STEEL POLISHING COMPANY, INC.,
as Grantor

By: 
Name: Craig Bouchard
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 

Name: Matthew N. McAlpine

Title: Duly Authorized Signatory

[Signature Page to Patent Security Agreement]

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SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Title	Reg. No/Date	Owner
Solid State Image Sensor Devices Having Non-Planar Transistors	7535037 5/19/2009	Main Steel Polishing Company, Inc.

2. PATENT APPLICATIONS

Title	App. No/Date	Owner
Faux Stainless Steel and Method of Making	11/221300 9/7/2005	Main Steel Polishing Company, Inc.
Method Of Making Faux Stainless Steel Finish On Bare Carbon Steel Substrate	13/162161 6/16/2011	Main Steel Polishing Company, Inc.
Faux Stainless Steel Finish On Bare Carbon Steel Substrate And Method Of Making	12/417803 4/03/2009	Main Steel Polishing Company, Inc.