

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2680295

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALPHA SINTERED METALS, LLC	12/12/2013
RECEIVING PARTY DATA	
Name:	NORTHCREEK MEZZANINE FUND I, L.P.
Street Address:	225 EAST FIFTH STREET
Internal Address:	SUITE 3010
City:	CINCINNATI
State/Country:	OHIO
Postal Code:	45202
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	13294841
Patent Number:	6626295
Patent Number:	6572671
Patent Number:	5701935
Patent Number:	5526929
Application Number:	61414759
Application Number:	10176117
Application Number:	10656948
Patent Number:	6103185
CORRESPONDENCE DATA	
Fax Number:	
Phone:	703-712-5240
Email:	jmillier@mcguirewoods.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	

Correspondent Name: SAFET METJAHIC
Address Line 1: 1750 TYSONS BLVD.
Address Line 2: SUITE 1800
Address Line 4: TYSONS CORNER, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 2054506-0033

NAME OF SUBMITTER: SAFET METJAHIC

Signature: /Safet Metjahic/

Date: 01/13/2014

Total Attachments: 9

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AGREEMENT

(Patent)

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of December 12, 2013, between the undersigned ("Borrower") and Northcreek Mezzanine Fund I, L.P. ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Note Purchase Agreement dated as of December 12, 2013 (as amended, restated or otherwise modified from time to time, the "Note Purchase Agreement") by and among Alpha Sintered Metals, LLC ("Borrower") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to extend or to continue to extend financial accommodations to the Borrower, as provided therein; and

B. WHEREAS, in connection with the Note Purchase Agreement, the Borrower has executed and delivered that certain Security Agreement, dated as of December 12, 2013, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the purchase of the note under the Note Purchase Agreement, the Borrower is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party of a continuing security interest in all of the Patent Collateral (as defined below) to secure all Indebtedness (as defined in the Note Purchase Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to extend or to continue to extend financial accommodations to the Borrower pursuant to the Note Purchase Agreement, Borrower agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Borrower does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Borrower (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Patents or such other Person's patents, whether Borrower is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule I.I* hereto and made a part hereof, subject, in each case, to the terms of such license agreements

and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

(b) all letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation, (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto.

(c) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any of the items described in clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Borrower against third parties for past, present, or future infringement of any patent, patent applications, or Patent Licenses, including any patents, patent applications or Patent Licenses referred to in *Schedule 1.1* and all rights corresponding thereto throughout the world referred to in *Schedule 1.1* attached hereto, or for breach or enforcement of any Patent License.

provided, however, that "Patent Collateral" shall not include rights under or with respect to any General Intangible, license, permit or authorization to the extent any such General Intangible, license, permit or authorization, by its terms or by law, prohibits the assignment of, or the granting of a Lien over the rights of a grantor thereunder or which would be invalid or unenforceable upon any such assignment or grant (the "Restricted Assets"), provided that (A) the proceeds of any Restricted Asset in the foregoing clause shall be continue to be deemed to be "Patent Collateral", and (B) this provision shall not limit the grant of any Lien on or assignment of any Restricted Asset to the extent that the UCC or any other applicable law provides that such grant of Lien or assignment is effective irrespective of any prohibitions to such grant provided in any Restricted Asset (or the underlying documents related thereto). Concurrently with any such Restricted Asset being entered into or arising after the date hereof, the Borrower shall use commercially reasonable efforts to obtain any waiver or consent (in form and substance acceptable to the Secured Party and upon Secured Party's request) necessary to allow such Restricted Asset to constitute Patent Collateral hereunder if the failure of the Borrower to have such Restricted Asset would have a Material Adverse Effect.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office and, if requested by the Agent in the exercise of its reasonable credit judgment, corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as

security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Borrower, execute and deliver to the Borrower a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Patent Collateral if the sale or other disposition of such Patent Collateral is permitted under the terms of the Note Purchase Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing.

SECTION 5. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

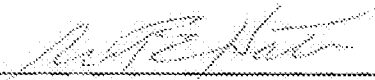
SECTION 6. Loan Documents, etc. This Agreement is a Security Document executed pursuant to the Note Purchase Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Note Purchase Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

ALPHA SINTERED METALS, LLC

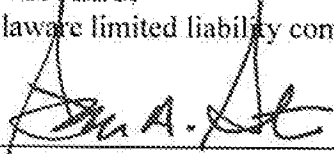
By: 
Robert E. Hathorn

Its: Chief Financial Officer, Vice President and Secretary

SECURED PARTY:

NORTHCREEK MEZZANINE FUND I, L.P.,
a Delaware limited partnership

By: Its General Partner
NMF GP, LLC,
a Delaware limited liability company

By: 
Name: Barry Peterson, Vice President
Northcreek Management, Inc.
Manager of the General Partner

SCHEDULE 1.1

PATENT COLLATERAL

Country	Patent Name	Grant No. Appln No.	Reg Date Filing Date	Owner	Status
US	IRON BASED HEAT RESISTANT SINTERED MATERIAL	61/414759	11/17/2010	Thomas J. Cornelio (inventor)	Provisional Application Expired
US	COMPONENTS FOR EXHAUST SYSTEM, METHODS OF MANUFACTURE THEREOF AND ARTICLES COMPRISING THE SAME	13/294841	11/11/2011	Alpha Sintered Metals, Inc.	Published 5/24/2012
INTERNATIONAL PCT	COMPONENTS FOR EXHAUST SYSTEM, METHODS OF MANUFACTURE THEREOF AND ARTICLES COMPRISING THE SAME	PCT/US11/60993	11/16/2011	Alpha Sintered Metals, Inc.	Published on 5/24/2012

Patent/Publication No.	Application No.	Title
EP 1928627	EP 2006790766	Hole saw mandrel
CA 2623739	CA 2623739	Hole saw mandrel

AU 2003257291	AU 2003257291	Chuck for retaining shank
US 6626295	US 2000538502	Tool case used to display...
US 6572671	US 1999316384 US 2000635074	Enhancing corrosion
AU 2002322875	AU 2002322875	Point-of-sale
DE 60227261	DE 60227261	Point-of-sale
AU 2002317102	AU 2002317102	Case for storing
WO 2003001103 US 20020195426	WO 2002CA994 US 2001299433 US 2002176117	Bosses fastened... Bosses fastened...
AU 2002344897	AU 2002344897	Bosses fastened...
AU 2002231508	AU 2002231508	Tool e.g. drill bit...
US 20020009342 AU 200035471	US 20010725 AU 200035471	Drill bit... Case has panels...
CA 2331032	CA 2331032	Flange assembly
WO 2001075348	WO 2001CA474	Flange assembly
AU 200150191	AU 200150191	Flange assembly

US 20020008387	US 2000176043 US 2000194765 US 2001758311	Flange assembly
EP 1272787	EP 2001923418	Flange assembly
US 20040046391	US 2000176043 US 2000194765 US 2001758311 US 2003656948	Flange assembly
AU 199959647	AU 199959647	Holder for tool ...
AU 200049022	AU 200049022	Holder for attaching tool
DE 60013812	DE 60013812	Holder for attaching tool
AU 200043881	AU 200043881	Gearless ratchet
CA 2371439	CA 2371439	Enhancing corrosion resistance
WO 2000071769	WO 2000CA618	Enhancing corrosion resistance
AU 200052036	AU 200052036	Enhancing corrosion resistance
EP 1192290	EP 2000936577	Enhancing corrosion resistance
TW 404881	TW 1998113078	Tool box with internal...

TW 350809	TW 1998100426	Tool case
CA 2216746	CA 2216746	Nail set with interchangeable...
CA 2213376	CA 2213376	Hand tool...
CA 2193567	CA 2193567	Protective plug
US 5701935	US 1995578482	Protective plug
US 6103185	US 09/316,384	h-BN Modified P/M Stainless Steel
US 5526929	08/413,272	Tool box with a cover ...