

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | |
|--|--------------------------------|---------------|--------------------------------|----------------------|------------------|------------------------|------------|----------------|--------------|--------------|-------|
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>PRECIOUS PLATE, INC.</td> <td>02/15/2014</td> </tr> <tr> <td>PRECISION PROCESS INC.</td> <td>02/15/2014</td> </tr> </tbody> </table> | | Name | Execution Date | PRECIOUS PLATE, INC. | 02/15/2014 | PRECISION PROCESS INC. | 02/15/2014 | | | | |
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| PRECIOUS PLATE, INC. | 02/15/2014 | | | | | | | | | | |
| PRECISION PROCESS INC. | 02/15/2014 | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>PNC BANK, NATIONAL ASSOCIATION</td> </tr> <tr> <td>Street Address:</td> <td>249 FIFTH AVENUE</td> </tr> <tr> <td>City:</td> <td>PITTSBURGH</td> </tr> <tr> <td>State/Country:</td> <td>PENNSYLVANIA</td> </tr> <tr> <td>Postal Code:</td> <td>15222</td> </tr> </table> | | Name: | PNC BANK, NATIONAL ASSOCIATION | Street Address: | 249 FIFTH AVENUE | City: | PITTSBURGH | State/Country: | PENNSYLVANIA | Postal Code: | 15222 |
| Name: | PNC BANK, NATIONAL ASSOCIATION | | | | | | | | | | |
| Street Address: | 249 FIFTH AVENUE | | | | | | | | | | |
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| State/Country: | PENNSYLVANIA | | | | | | | | | | |
| Postal Code: | 15222 | | | | | | | | | | |
| PROPERTY NUMBERS Total: 3 | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6143145</td> </tr> <tr> <td>Patent Number:</td> <td>6663759</td> </tr> <tr> <td>Patent Number:</td> <td>6251255</td> </tr> </tbody> </table> | | Property Type | Number | Patent Number: | 6143145 | Patent Number: | 6663759 | Patent Number: | 6251255 | | |
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| Patent Number: | 6663759 | | | | | | | | | | |
| Patent Number: | 6251255 | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | |
| Fax Number: | (412)562-1041 | | | | | | | | | | |
| Phone: | 412-562-1622 | | | | | | | | | | |
| Email: | vicki.cremonese@bipc.com | | | | | | | | | | |
| <i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i> | | | | | | | | | | | |
| Correspondent Name: | DUANE A. STEWART III | | | | | | | | | | |
| Address Line 1: | 301 GRANT STREET | | | | | | | | | | |
| Address Line 2: | 20TH FLOOR | | | | | | | | | | |
| Address Line 4: | PITTSBURGH, PENNSYLVANIA 15219 | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 0011046-302397 | | | | | | | | | | |
| NAME OF SUBMITTER: | DUANE A. STEWART III | | | | | | | | | | |

| | |
|--|------------------------|
| Signature: | /Duane A. Stewart III/ |
| Date: | 02/18/2014 |
| Total Attachments: 11 source=pnc-precious plate security agreement#page1.tif source=pnc-precious plate security agreement#page2.tif source=pnc-precious plate security agreement#page3.tif source=pnc-precious plate security agreement#page4.tif source=pnc-precious plate security agreement#page5.tif source=pnc-precious plate security agreement#page6.tif source=pnc-precious plate security agreement#page7.tif source=pnc-precious plate security agreement#page8.tif source=pnc-precious plate security agreement#page9.tif source=pnc-precious plate security agreement#page10.tif source=pnc-precious plate security agreement#page11.tif | |

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of February 15, 2014, is entered into by and between **PRECIOUS PLATE, INC. and PRECISION PROCESS INC.** (each a "Pledgor" and collectively the "Pledgors") and **PNC BANK, NATIONAL ASSOCIATION**, as Agent for the Lenders referred to below (the "Agent").

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit, Term Loan, and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among, inter alia, the Pledgors, the Lenders and the Agent (all as defined in the Credit Agreement), the Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Pledgors, and the Pledgors have agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in New York as amended from time to time (the "Code").

(b) "Debt" shall mean and include the following: (i) the Obligations, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every Pledgor to the Agent, the Lenders, or any of their respective Affiliates, now existing or hereafter incurred under the Credit Agreement, the Notes, or any of the Other Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to any Borrower or any Guarantor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Credit Agreement or the Other Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Credit Agreement or the Other Documents or are made in circumstances in which any condition to extension of credit is not satisfied); and (ii) all indebtedness, loans, obligations, expenses and liabilities of each and every Pledgor to the Agent or any of the Lenders, or any of their respective Affiliates, arising out of any Lender-Provided Interest Rate Hedge pursuant to the Credit Agreement.

(c) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and registered copyrights, whether now owned or hereafter acquired by such Pledgor, including, without limitation, those that are registered as listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants and conveys a security interest to the Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally covenants and warrants that:

(a) the Patents, Trademarks and Copyrights listed on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights listed on Schedule A is valid and enforceable;

(c) except as otherwise listed on Schedule B hereto, each Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights listed on Schedule A, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) Each Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) except as otherwise listed on Schedule B hereto, no claim has been made to any Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) Each Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(g) No Pledgor will change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Agent;

(h) No Pledgor will change its name without providing thirty (30) days prior written notice the Agent; and

(i) Each Pledgor shall preserve its corporate existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or

consolidate with any other entity, the survivor of which is not a Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Agent's prior written consent which shall not be unreasonably withheld except any Pledgor may license technology in the ordinary course of business without the Agent's consent to (i) suppliers and customers to facilitate the manufacture and use of such Pledgor's products and (ii) Affiliates of any Pledgor.

5. If, before the Debt shall have been indefeasibly satisfied in full, the commitments to make Revolving Advances have terminated, and all Letters of Credit have terminated, any Pledgor shall own any new trademarks, any newly registered copyrights or any newly patented inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Agent prompt notice thereof in writing. Pledgors and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. The Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest that any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to the applicable Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent, as the Agent may select in its exclusive discretion, as such Pledgor's true and

lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Pledgor; (ii) the Agent herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of any Pledgor; and (iii) the Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Agent and the Lenders. The Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Agent and the Lenders.

8. At such time as the Debt shall have indefeasibly paid in full, all the Letters of Credit have expired, and the commitments to make Revolving Advances shall have terminated, this Agreement shall terminate and the Agent shall execute and deliver to Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the applicable Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgor within fifteen (15) days of demand by the Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full, all of the Letters of Credit have expired, and the commitments to make Revolving Advances shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all of its rights in patent applications and patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Agent, such consent not to be unreasonably withheld.

11. Each Pledgor shall have the right, upon the prior written notice to the Agent, to bring suit, action or other proceeding in its own name, and to join the Agent, if necessary, as a party to such suit so long as the Agent Lenders is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Agent as a result of such suit or joinder by any Pledgor.

12. No course of dealing between any Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement or Other Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

18. Any judicial proceeding brought by or against Pledgor with respect to any of the Debt, this Agreement, the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified or registered mail (return receipt requested) directed to Borrowing Agent at its address set forth on the signature page of this

Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against Pledgor in the courts of any other jurisdiction. Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Pledgor waives the right to remove any judicial proceeding brought against Pledgor in any state court to any federal court. Any judicial proceeding by Pledgor against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the State of New York

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Agent or any Lender of the signature pages hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 16.6 of the Credit Agreement.


22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the Credit Agreement and the Other Documents, because the Agent's remedies at law for failure of the Pledgors to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications any Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which any Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, each Pledgor agrees that each such provision hereof may be specifically enforced.

[SIGNATURES APPEAR ON FOLLOWING PAGE]


**[SIGNATURE PAGE 1 OF 2 TO PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT]**

N WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective officers thereunto duly authorized, as of the date first above written.

PRECIOUS PLATE, INC.


By: 
Scott Law, Vice President

PRECISION PROCESS INC.

By: 
Scott Law, President

**[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT]**

**PNC BANK, NATIONAL ASSOCIATION, as
Agent**

By: 

Name: Kevin Rich

Title: Assistant Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

Trademarks

| Pledgor: | Registration Date: | Reg. No.: | Mark: |
|---|--------------------|-----------|----------|
| Precision Process Inc. * owner is reflected as Precision Process Equipment, Inc. | 1/23/2001 | 2,423,741 | TINSOLVE |

Patents

| Pledgor: | Juris: | Date: | Patent/Appl. No. | Title: |
|---|--------|----------------------|--------------------|--|
| Precious Plate, Inc. | U.S. | Issued 11/7/2000 | 6,143,145 | Apparatus for Continuous Masking for Selective Electroplating and Method |
| Precious Plate, Inc. | U.S. | Issued 12/16/2003 | 6,663,759 | Method for Continuously Masking a Web |
| Precious Plate, Inc. | WIPO | Filed 10/2/1998 | PCT / US98 / 20639 | Continuous Masking for Selective Electroplating |
| Precision Process Inc. * owner is reflected as Precision Process Equipment, Inc. | U.S. | Issued 6/26/2001 | 6,251,255 | Apparatus and Method for Electroplating Tin with Insoluble Anodes |

Copyrights

NONE

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED ENCUMBRANCES**

**SCHEDULE B
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NONE