

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	SECURITY INTEREST			
<b>CONVEYING PARTY DATA</b>				
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
	Mayville Engineering Company, Inc.		12/17/2012	CORPORATION: WISCONSIN
	Center Manufacturing Holdings, Inc.		12/17/2012	CORPORATION: DELAWARE
	Center Manufacturing, Inc.		12/17/2012	CORPORATION: DELAWARE
	Center - Moeller Products, LLC		12/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>				
<b>Name:</b>	JPMorgan Chase Bank, N.A.			
<b>Street Address:</b>	20935 Swenson Drive			
<b>City:</b>	Waukesha			
<b>State/Country:</b>	WISCONSIN			
<b>Postal Code:</b>	53186			
<b>Entity Type:</b>	National Association: UNITED STATES			
<b>PROPERTY NUMBERS Total: 4</b>				
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
	Registration Number:	2912882	VELOCITY CENTER	
	Registration Number:	1638893	MEC	
	Registration Number:	2239748	LOCK-N-SEAL	
	Registration Number:	1123586	EASY-GRIP	
<b>CORRESPONDENCE DATA</b>				
<b>Fax Number:</b>				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
<b>Phone:</b>	414-298-8185			
<b>Email:</b>	tadmin@reinhartlaw.com			

CH \$115.00 2912882

Correspondent Name: Daniel E. Kattman  
Address Line 1: 1000 N. Water Street  
Address Line 2: Suite 1900  
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	51406/2
NAME OF SUBMITTER:	Daniel E. Kattman
Signature:	/dek/
Date:	03/12/2013

Total Attachments: 12  
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**AMENDED AND RESTATED  
PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2012, is made by and among MAYVILLE ENGINEERING COMPANY, INC., a Wisconsin corporation whose address and principal place of business is 715 South Street, Mayville, Wisconsin 53050 ("Mayville"), CENTER MANUFACTURING HOLDINGS, INC., a Delaware corporation whose address and principal place of business is 990 84th Street, SW, Byron Center, Michigan 49315-9301 ("CMH"), CENTER MANUFACTURING, INC., a Delaware corporation whose address and principal place of business is 990 84th Street, SW, Byron Center, Michigan 49315-9301 ("Center"), CENTER - MOELLER PRODUCTS, LLC, a Delaware limited liability company whose address and principal place of business is 990 84th Street, SW, Byron Center, Michigan 49315-9301 ("Moeller", and together with Mayville, CMH and Center, each a "Debtor" and collectively, the "Debtors"), and JPMORGAN CHASE BANK, N.A., a national banking association whose address is 20935 Swenson Drive, Waukesha, Wisconsin 53186 (the "Secured Party"), for itself and as agent for each of the financial institutions as may from time to time become party to the Credit Agreement referred to below (collectively, the "Lenders" and each a "Lender") who may now or hereafter hold an interest in the loans and financial accommodations made pursuant to such Credit Agreement and each of the other Benefited Parties (as defined in the Security Agreement).

RECITALS:

WHEREAS, the Debtors, the Secured Party and the Lenders are parties to that certain Credit Agreement dated as of the date hereof setting forth the terms on which each Lender may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtors (together with all amendments, supplements or modifications thereto, or any amendment and restatement thereof (the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

WHEREAS, Mayville, the Secured Party and the Lenders are parties to that certain Patent and Trademark Security Agreement, dated as of October 28, 2009 (the "Original Agreement").

WHEREAS, as a condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required that the Original Agreement be amended and restated in its entirety as set forth herein.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document which any Debtor may now or at any time hereafter owe to the Lenders, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, determined or undetermined, secured or unsecured, and including, but not limited to, the Secured Obligations (as defined in the Credit Agreement).

"Patents" means all of each Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the patents listed on **Exhibit A**.

"Trademarks" means all of each Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. Each Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in its Patents and in its Trademarks to secure payment of the Obligations.

3. Representations Warranties and Agreements. Each Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority***. Each Debtor is a corporation or limited liability company, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by each Debtor have been duly authorized by all necessary action on the part of such Debtor and do not and will not violate the provisions of or constitute a default under, any applicable law or its articles of incorporation or bylaws or any agreement binding on it. This Agreement has been duly executed and delivered by each Debtor and constitutes such Debtor's lawful, binding and legally enforceable obligation. The correct name of each Debtor is set forth above. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Patents***. **Exhibit A** accurately lists all Patents owned or controlled by each Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to the Patents as of the date hereof.

(c) **Trademarks. Exhibit B** accurately lists all Trademarks owned or controlled by each Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) **Title.** The applicable Debtor has absolute title to each Patent and each Trademark listed on **Exhibits A and B**, free and clear of all security interests, liens and encumbrances, except the Security Interest. Each Debtor (i) will have, at the time such Debtor acquires any rights in any Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) **No Sale.** No Debtor will sell or otherwise dispose of any Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent, other than with respect to any Patent or Trademark that such Debtor reasonably determines is no longer material to Debtors' business.

(f) **Defense.** Each Debtor will at its own expense, and using its best efforts, protect and defend its Patents and Trademarks against all claims or demands of all persons other than the Secured Party, other than with respect to any Patent or Trademark that such Debtor reasonably determines is no longer material to Debtors' business.

(g) **Maintenance.** Each Debtor will at its own expense maintain its Patents and the Trademarks to the extent reasonably advisable in its business including, without limitation, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. Each Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, other than with respect to any Patent or Trademark that such Debtor reasonably determines is no longer material to Debtors' business.

(h) **Secured Party's Right to Take Action.** If any Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Borrower Representative written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the applicable Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtors shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees)

incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) ***Power of Attorney.*** After and during the continuance of an Event of Default, to facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, each Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of such Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Debtor under this Section 3, or, necessary for the Secured Party, after and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done in accordance with the terms hereof. The power of attorney granted herein shall terminate upon cure of the Event of Default or upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** Each Debtor shall be permitted to control and manage its Patents and Trademarks, including the right to exclude others from making, using or selling items covered by its Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) any Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter while such Event of Default remains uncured or until such Event of Default is waived by Secured Party, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks in accordance with Part 6 of Article 9 of the Uniform Commercial Code.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, each Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of anyone such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtors may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtors and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtors and delivered to the Secured Party, and the Debtors waive notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtors shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Wisconsin without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

JPMORGAN CHASE BANK, N.A.,  
as Agent

MAYVILLE ENGINEERING COMPANY,  
INC.

By: \_\_\_\_\_  
Scott M. Cooney, Authorized Officer

By: Todd M. Butz  
Todd M. Butz, Vice President of Finance,  
Secretary and Treasurer

CENTER MANUFACTURING HOLDINGS,  
INC.

By: Todd M. Butz  
Name: Todd M. Butz  
Title: Vice President of Finance,  
Secretary and Treasurer

CENTER MANUFACTURING, INC.

By: Todd M. Butz  
Name: Todd M. Butz  
Title: Vice President of Finance,  
Secretary and Treasurer

CENTER - MOELLER PRODUCTS LLC

By: Todd M. Butz  
Name: Todd M. Butz  
Title: Vice President of Finance,  
Secretary and Treasurer



IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

JPMORGAN CHASE BANK, N.A.,  
as Agent

By: Richard Bennett  
Richard Bennett, Authorized Officer

MAYVILLE ENGINEERING COMPANY,  
INC.

By: \_\_\_\_\_  
Todd M. Butz, Vice President of Finance,  
Secretary and Treasurer

CENTER MANUFACTURING HOLDINGS,  
INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CENTER MANUFACTURING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CENTER - MOELLER PRODUCTS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN     )  
                                          )  
COUNTY OF WAUKESHA    )

The foregoing instrument was acknowledged before me on this 17 day of December, 2012, by Richard Bennett, an authorized officer of JPMorgan Chase Bank, N.A., a national banking association, on behalf of the bank.



Melissa Ahrens  
Notary Public  
Print Name: Melissa Ahrens  
My commission 7-19-15

STATE OF WISCONSIN     )  
                                          )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me on this \_\_\_ day of December, 2012, by Todd M. Butz, the Vice President of Finance, Secretary and Treasurer of Mayville Engineering Company, Inc., a Wisconsin corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission \_\_\_\_\_

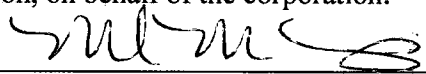
STATE OF WISCONSIN     )  
                                          )  
COUNTY OF WAUKESHA    )

The foregoing instrument was acknowledged before me on this \_\_\_ day of December, 2012, by Scott M. Cooney, an authorized officer of JPMorgan Chase Bank, N.A., a national banking association, on behalf of the bank.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission \_\_\_\_\_

STATE OF WISCONSIN     )  
                                          )  
COUNTY OF Dodge        )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of December, 2012, by Todd M. Butz, the Vice President of Finance, Secretary and Treasurer of Mayville Engineering Company, Inc., a Wisconsin corporation, on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public  
Print Name: Melissa M. Cummings  
My commission 5/29/16

STATE OF WISCONSIN )  
COUNTY OF Dodge )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of December, 2012, by Todd M. Butz, the Vice President of Finance, Secretary + Treasurer of Center Manufacturing Holdings, Inc., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public  
Print Name: Melissa M. Crimmins  
My commission 5/29/16

STATE OF WISCONSIN )  
COUNTY OF Dodge )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of December, 2012, by Todd M. Butz, the Vice President of Finance, Secretary and Treasurer of Center Manufacturing, Inc., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public  
Print Name: Melissa M. Crimmins  
My commission 5/29/16

STATE OF WISCONSIN )  
COUNTY OF Dodge )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of December, 2012, by Todd M. Butz, the Vice President of Finance, Secretary + Treasurer of Center - Moeller Products, LLC, a Delaware limited liability company, on behalf of the company.

[Signature]  
Notary Public  
Print Name: Melissa M. Crimmins  
My commission 5/29/16


EXHIBIT A

Patents

Company	Patent Name	Registration Number	Issue Date	Application Date
Center-Moeller Products LLC	LOCKABLE CAP ASSEMBLY	5,829,153	11/03/1998	
Center Manufacturing, Inc.	DIPSTICK ASSEMBLY WITH LOCK SYSTEM	Pending (Application No. 13/475,614)	Pending	6/5/2012

EXHIBIT B

Trademarks

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
VELOCITY CENTER	US	2,912,882	12/21/2004	Registered	Mayville Engineering Company, Inc.
	US	1,638,893	03/26/1991	Registered	Mayville Engineering Company, Inc.
LOCK-N-SEAL	US	2239748	04-13-1999	Registered	Center - Moeller Products, LLC
EASY-GRIP	US	1123586	08-07-1979	Registered	Center - Moeller Products, LLC
EASY-GRIP	Canada	TMA263796	10-30-1981	Registered	Center - Moeller Products, LLC