

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hynes Industries, Inc.		08/26/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1300 East 9th Street		
Internal Address:	13th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1065658	FLEXANGLE	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2163634677		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Duncan H.Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	39855.1		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	08/30/2016		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated or otherwise modified from time to time, this "**Agreement**") is entered into as of August 26, 2016 among Hynes Industries, Inc. (the "**Grantor**"), and JPMorgan Chase Bank, N.A. (the "**Administrative Agent**").

Reference is made to (a) that certain Credit Agreement dated as of August 26, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Credit Agreement**") among, *inter alios*, Hynes Kokomo LLC, American Roll Formed Products Corp., the Grantor (collectively, the "**Borrowers**"), Hynes Holding Company ("**Holdings**"), the other Loan Parties party thereto (as defined therein), the Lenders party thereto (as defined therein), and the Administrative Agent, and (b) that certain Pledge and Security Agreement dated as of August 26, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Grantor, the other Borrowers, certain other Loan Parties and the Administrative Agent. The Administrative Agent and Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Administrative Agent and Lenders to enter into the Credit Agreement, the Security Agreement and certain other Loan Documents (as defined in the Credit Agreement). Accordingly, the parties hereto agree as follows:

1 Terms.

Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

2 Grant of Security Interest.

To secure the prompt payment and performance, in full when due of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in all of the Grantor's right, title and interest in, to and under Collateral consisting of any Intellectual Property arising under the Laws of the United States or Canada now owned or at any time hereafter acquired by the Grantor, including those registered or applied for Trademarks listed on Schedule A and Patents listed on Schedule B; provided that no security interest is granted on any intent-to-use trademark applications or patent applications filed in the Canadian Intellectual Property Office or the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or patent applications under applicable Requirements of Law or other Excluded Collateral (collectively, the "**Intellectual Property Collateral**"). The Grantor (a) authorizes and requests that the Commissioner for Trademarks record this Agreement, and (b) authorizes and agrees that Administrative Agent may record this Agreement with the United States Patent and Trademark Office.

3 Security Agreement.

The Security Interest granted to the Administrative Agent, for the benefit of the Secured Parties, herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent and the Secured Parties pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent, for the benefit of the Secured Parties, with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated

herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Recordation; New Intellectual Property Collateral.

The Grantor authorizes and requests that the commissioner, registrar or any other applicable government officer of the Canadian Intellectual Property Office record this Agreement, and authorizes and agrees that Administrative Agent may record this Agreement with the United States Patent and Trademark Office. If Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of Sections 2 and 3 hereof shall automatically apply thereto as if the same were identified on Schedules A and/or B attached hereto and made a part hereof as of the date hereof, and Grantor shall give Administrative Agent prompt written notice thereof no less frequently than quarterly. Grantor hereby authorizes Administrative Agent to modify this Agreement by amending Schedules A and/or B to include any future Intellectual Property Collateral as contemplated by Sections 2 and this Section 4 and, at Administrative Agent's or any Secured Party's request, Grantor shall execute any documents or instruments reasonably required by Administrative Agent or any Secured Party in order to modify this Agreement as provided in this Section 4, provided that any such modification to Schedules A and/or B shall be effective without the signature of Grantor. Grantor hereby acknowledges that Administrative Agent may refile or re-record this Agreement with the United States Patent and Trademark Office, together with any such modification to Schedules A and/or B.

5 Event of Default.

Grantor shall also execute and deliver to Administrative Agent the Assignment in substantially the form of Exhibit A, which Assignment shall have no force and effect and shall be held by Administrative Agent in escrow, until the continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. During the continuance of an Event of Default, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Administrative Agent in such Assignment and upon written notice to Grantor and thereafter Administrative Agent may, in its discretion, record the Assignment with the United States Patent and Trademark Office.

6 Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

7 Termination.

Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Intellectual Property Collateral in a transaction permitted under the Credit Agreement, following a written request therefor, the Administrative Agent shall promptly execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the applicable Intellectual Property Collateral under this Agreement and take any other actions reasonably requested by the Grantor to effect such release.

8 Governing Law.

This Agreement is made under and shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Ohio, but giving effect to federal laws applicable to national banks.

9 Language.

The parties hereto have expressly requested that this Agreement and all related documents be drawn up in the English language. *À la demande expresse des parties aux présentes, cette convention et tout document y afférent ont été rédigés en langue anglaise.*

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HYNES INDUSTRIES, INC.

Per: 

Name: Steven H. Rosen

Title: Chairman

[SIGNATURE PAGE -- IP SECURITY AGREEMENT -- CHASE/HYNES INDUSTRIES, INC.]

TRADEMARK
REEL: 005868 FRAME: 0259

JPMORGAN CHASE BANK, N.A.

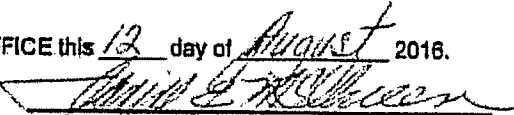

Per: Mac Q. Banas
Name: Mac Banas
Title: Authorized Officer

[CONTINUATION OF SIGNATURE PAGE – IP SECURITY AGREEMENT – CHASE/HYNES INDUSTRIES, INC.]

STATE OF *Ohio*)
COUNTY OF *Cuyahoga*) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Steven H. Rosen, Chairman, known to me to be the person and officer whose name is subscribed to the foregoing agreement and acknowledged to me that the same was the act of HYNES INDUSTRIES, INC., an Ohio corporation, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this *12* day of *August* 2016.


Notary Public
My Commission expires: _____

JANINE E. MCILVEEN
Notary Public, State of Ohio
Recorded in Cuyahoga County
My Commission Expires
August 19, 2017

[NOTARY PAGE – IP SECURITY AGREEMENT – CHASE/HYNES INDUSTRIES, INC.]

**SCHEDULE A
TRADEMARKS**

Mark	Serial/ Registration No.
FLEX ANGLE	1,065,658
Hynes Steel Products Company	RN37221 (Ohio Secretary of State)

**SCHEDULE B
PATENTS**

Patent Title	Serial	Filed	Pub. No.	Patent No.	Issue Date
None					

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF _____, 2016 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY HYNES INDUSTRIES, INC. TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "GRANTOR"), IN FAVOR OF JPMORGAN CHASE BANK, N.A. (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "ADMINISTRATIVE AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF ADMINISTRATIVE AGENT CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) IS CONTINUING AND THAT ADMINISTRATIVE AGENT HAS ELECTED TO TAKE POSSESSION OF THE INTELLECTUAL PROPERTY COLLATERAL (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

JPMORGAN CHASE BANK, N.A.

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, HYNES INDUSTRIES, INC., a corporation organized under the laws of the State of Ohio (together with its successors and assigns, "Grantor"), is the owner of the Intellectual Property Collateral (as defined in the Agreement);

WHEREAS, Grantor has executed an Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of JPMORGAN CHASE BANK, N.A. ("Administrative Agent"), pursuant to which Grantor has granted to Administrative Agent, for the benefit of Secured Parties, a security interest in the Intellectual Property Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Intellectual Property Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective during the continuance of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Administrative Agent, its successors, transferees and assigns, all of its existing and future Intellectual Property Collateral, including, but not limited to, the Intellectual Property Collateral listed on Schedules A and B of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office, or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Administrative Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, is continuing, and (b) Administrative Agent has elected to take actual title to the Intellectual Property Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on the ____ day of _____ 2016.

HYNES INDUSTRIES, INC.

By: _____
Print Name: Steven H. Rosen
Title: Chairman

[Signature page to IP Security Assignment – Chase/Hynes Industries, Inc.]

**INTELLECTUAL PROPERTY SECURITY AGREEMENT - HYNES INDUSTRIES, INC. -
CHASE/HYNES**

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