

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polymetallurgical LLC		11/17/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as administrative agent		
Street Address:	500 W Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1039525	PMC	
Registration Number:	1036597	PMC POLYMETALLURGICAL CORP	
Registration Number:	1591811	CORELAY	
Registration Number:	2096849	CORELAY	
Serial Number:	78757823	PMC POLYMETALLURGICAL CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-234		

CH \$140.00 1039525

NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	11/21/2006
Total Attachments: 6 source=A&R TMSA#page1.tif source=A&R TMSA#page2.tif source=A&R TMSA#page3.tif source=A&R TMSA#page4.tif source=A&R TMSA#page5.tif source=A&R TMSA#page6.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2006, is made by **POLYMETALLURGICAL LLC**, a Delaware limited liability company, and successor in interest to Polymetallurgical Corporation, a Massachusetts corporation (the "**Grantor**") in favor of **General Electric Capital Corporation** ("**GE Capital**"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, Precision Engineered Products LLC, a Delaware limited liability company, and successor in interest to Precision Engineered Products, Inc., a Delaware corporation ("**PEP**"), Brainin-Advance Industries LLC, a Delaware limited liability company, and successor by merger to Brainin-Advance Industries, Inc., a Rhode Island corporation ("**Brainin**"), Grantor, General Metal Finishing LLC, a Delaware limited liability company, and successor in interest to General Metal Finishing Co., Inc., a Massachusetts corporation ("**General Metal**"), Wauconda Tool & Engineering LLC, a Delaware limited liability company, and successor by merger to Wauconda Tool & Engineering Company, Inc., an Illinois corporation ("**Wauconda**") and Matrix LLC, a Delaware limited liability company, and successor by merger to Matrix Incorporated, a Rhode Island corporation ("**Matrix**"; PEP, Brainin, Grantor, General Metal, Wauconda and Matrix are sometimes referred to herein collectively as the "**Borrowers**"), each other Credit Party, the Borrower Representative, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers are parties to that certain Amended and Restated Credit Agreement dated of even date herewith (as the same has been and may further be amended, restated, modified or otherwise supplemented from time to time, the "**Credit Agreement**") which, without constituting a novation, amends and restates in its entirety that certain Credit Agreement dated as of January 16, 2003 by and among the Borrowers, Agent and the lenders party thereto (the "**Original Credit Agreement**"), providing for the continued extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Original Credit Agreement, Grantor and Grantee are parties to that certain Trademark Security Agreement dated as of January 16, 2003 and filed for record with the United States Patent and Trademark Office on January 23, 2003, at Reel 2654, Frame 0490 (the "**Original Trademark Security Agreement**");

WHEREAS, the parties hereto desire to amend and restate the Original Trademark Security Agreement in its entirety without constituting a novation, pursuant to this Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers under the

Credit Agreement that the Grantor shall have executed and delivered this Agreement to the Agent;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the 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, the Grantor hereby agrees with the 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 Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 **Trademark Collateral**):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 Trademark 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

POLYMETALLURGICAL LLC, a
Delaware limited liability company, and
successor in interest to Polymetallurgical
Corporation, as Grantor

By: _____
Name: Thomas Murray
Title: Secretary, Treasurer and Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT - POLYMETALLURGICAL

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

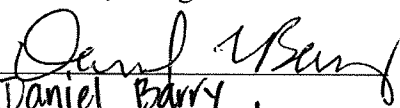
Very truly yours,

POLYMETALLURGICAL LLC, a
Delaware limited liability company, and
successor in interest to Polymetallurgical
Corporation, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: 
Name: Daniel Barry
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
PMC and design	1,039,525	May 18,1976
PMC POLYMETALLURGICAL CORP and design	1,036,597	March 30, 1976
CORELAY	1,591,811	April 17, 1990
CORELAY	2,096,849	September 16, 1997

2. TRADEMARK APPLICATIONS

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
PMC POLYMETALLURGICAL CORPORATION	78,757,823	November 20, 2005