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	
Milacron Industrial Products, Inc.		05/15/2008	CORPORATION:	

RECEIVING PARTY DATA

Name:	U.S. Bank National Association	
Street Address:	425 Walnut Street	
City:	Cincinnati	
State/Country:	ОНЮ	
Postal Code:	45202	
Entity Type:	INC. ASSOCIATION:	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77169962	

CORRESPONDENCE DATA

Fax Number: (513)487-5969

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 5134875974

Email: jean_moyer@milacron.com

Correspondent Name: Jean Moyer

Address Line 1: 2090 Florence Avenue
Address Line 4: Cincinnati, OHIO 45206

ATTORNEY DOCKET NUMBER:	MIP SECURITY AGREE.
NAME OF SUBMITTER:	John W. Gregg
Signature:	/john gregg/
Date:	05/15/2008

TRADEMARK REEL: 003778 FRAME: 0196

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Total Attachments: 4
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TRADEMARK REEL: 003778 FRAME: 0197

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT ("Agreement"), dated 15 May, 2008, is made by Milacron Industrial Products, Inc., a Michigan corporation, located at 31003 Industrial Road, Livonia, MI 48150 ("Assignor") in favor of U.S. Bank National Association, a national banking association, located at 425 Walnut Street, Cincinnati, Ohio 45202, as Collateral Agent (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant for the trademark application listed on the annexed Schedule 1 hereto, which trademark application is pending in the U.S. Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated June 10, 2004, among Assignor and the other grantors signatory thereto, and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Obligations, Assignor has pledged and assigned to Assignee, and granted to Assignee, for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks, and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for all of the Obligations, Assignor hereby pledges and assigns to the Assignee, and grants to the Assignee, for the benefit of the Agents and the Lenders, a continuing security interest in the Collateral.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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.

TRADEMARK REEL: 003778 FRAME: 0198 IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

MILACRON INDUSTRIAL PRODUCTS, INC.

By:

Name: Ross A. Anderson

Title: Treasurer

TRADEMARK

REEL: 003778 FRAME: 0199

STATE OF Ohio

ss.:

COUNTY OF Hamilton

On this day of Man, 2008, before me personally came Ross A.

Anderson, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Treasurer of Milacron Industrial Products, Inc., a Michigan corporation, and that s/he executed the foregoing instrument in the name of Milacron Industrial Products, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that s/he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

Name:

Notary Public

My Commission Expires: <u>Never</u>



JULIE R.L. HERRMANN, Attorney at Law Notary Public, State of Ohio My Commission has no expiration date. Section 147.03 O.R.C.

> TRADEMARK REEL: 003778 FRAME: 0200

SCHEDULE 1 TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Trademarks

Owner: Milacron Industrial Products, Inc.

Country	<u>Mark</u>	Application No.	Date Filed
USA	Color pink (trade dress)	77/169962	5/1/2007

TRADEMARK
REEL: 003778 FRAME: 0201

RECORDED: 05/15/2008