

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Columbus Steel Castings Company		01/28/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association
Street Address:	45 Broadway
Internal Address:	14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	0111447	B
Registration Number:	0523599	B
Registration Number:	2297263	B85
Registration Number:	2861101	C
Registration Number:	2990038	COLUMBUS STEEL CASTINGS
Registration Number:	0876898	ELASTO-CUSHION
Registration Number:	1660741	G
Registration Number:	0311490	G
Registration Number:	0775618	ZERO-TRAK
Registration Number:	1032120	ZERO CENTURION
Registration Number:	1977670	ZEROLLER
Registration Number:	1184578	ZERO HALLIBURTON
Registration Number:	1923655	Z2

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Registration Number:	3042452	
Registration Number:	0924665	ZERO

**CORRESPONDENCE DATA**

Fax Number: (800)494-7512  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-370-4761  
Email: ecallahan@nationalcorp.com  
Correspondent Name: Elspeth Callahan  
Address Line 1: 1100 G St NW Suite 420  
Address Line 2: National Corporate Research  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F131740
NAME OF SUBMITTER:	Rick Harrison
Signature:	/Rick Harrison/
Date:	02/02/2011

Total Attachments: 5  
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## EXECUTION VERSION

### GRANT OF A SECURITY INTEREST -- TRADEMARKS

WHEREAS, COLUMBUS STEEL CASTINGS COMPANY and ZERO MANUFACTURING, INC, each a Delaware corporation (each a "Grantor" and, together, the "Grantors"), holds all right, title and interest in and to and under, the Trademarks listed on the attached Schedule A, which Trademarks are registered or applied for in the United States Patent and Trademark Office; and

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated January 28, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Wells Fargo Bank, National Association as the Agent for the other Secured Parties (in such capacity, together with its successors and assigns, if any, the "Grantee").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Grantee for the benefit of the other Secured Parties, a continuing security interest in all right, title and interest of such Grantor in, to and under any Trademarks (excluding any Intent-to-Use Trademark Application, until such time as a statement of use has been filed in connection therewith), together with, among other things, the goodwill of the business symbolized by or connected with the use of such Trademarks, the applications therefor and registrations thereof, and all proceeds thereof and revenue therefrom, including, without limitation, any and all causes of action which may exist by reason of infringement or other violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

SECTION 3. Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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.

SECTION 4. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR

COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed originally or by facsimile or other means of electronic transmission and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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**TRADEMARK**  
**REEL: 004465 FRAME: 0765**

IN WITNESS WHEREOF, each Grantor has caused this Grant of Security Interest – Trademarks to be duly executed by its respective officer thereunto duly authorized as of January 28, 2011.

GRANTORS:

COLUMBUS STEEL CASTINGS COMPANY  
ZERO MANUFACTURING, INC.

By:   
Name: Robert O'Connor  
Title: Vice President

*[Signature Page to Grant of Security Interest – Trademarks]*

**TRADEMARK**  
**REEL: 004465 FRAME: 0766**

Acknowledged and Agreed:








Wells Fargo Bank, National Association, as Collateral Agent

By: Raymond Delli Colli  
Name: Raymond Delli Colli  
Title: Vice President

*[Signature Page to Grant of Security Interest – Trademarks]*

**TRADEMARK**  
**REEL: 004465 FRAME: 0767**

SCHEDULE A

<u>Company</u>	<u>Trademark</u>	<u>(Application) or Registration No.</u>	<u>(Filing) or Registration Date</u>
Columbus Steel Castings Company		111,447	7/18/1916
Columbus Steel Castings Company		523,599	4/4/1950
Columbus Steel Castings Company	B85	2,297,263	12/7/1999
Columbus Steel Castings Company		2,861,101	7/6/2004
Columbus Steel Castings Company		2,990,038	8/30/2005
Columbus Steel Castings Company	ELASTO-CUSHION	876,898	9/16/1969
Columbus Steel Castings Company		1,660,741	10/15/1991
Columbus Steel Castings Company		311,490	3/27/1934
Zero Manufacturing, Inc.	ZERO-TRAK	775,618	8/25/1964
Zero Manufacturing, Inc.	ZERO CENTURION	1,032,120	2/3/1976
Zero Manufacturing, Inc.	ZEROLLER	1,977,670	6/4/1996
Zero Manufacturing, Inc.	ZERO HALLIBURTON	1,184,578	1/5/1982
Zero Manufacturing, Inc.	Z2	1,923,655	10/3/1995
Zero Manufacturing, Inc.		3,042,452	1/10/2006
Zero Manufacturing, Inc.	ZERO	924,665	11/30/1971

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