

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		05/06/2011	financial institution:

**RECEIVING PARTY DATA**

<b>Name:</b>	Milacron LLC
<b>Street Address:</b>	3010 Disney Street
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45209
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 58**

Property Type	Number	Word Mark
Registration Number:	2172497	AUTOJECTORS
Registration Number:	1020913	CENTER SAVER
Registration Number:	2332117	CIMCHEK
Registration Number:	0810254	CIMCLEAN
Registration Number:	0904116	CIMCOOL
Registration Number:	0415093	CIMCOOL
Registration Number:	1316374	CIMDRAULIC
Registration Number:	0813829	CIMFLO
Registration Number:	1087532	CIMFREE
Registration Number:	0757107	CIMGUARD
Registration Number:	0689369	CIMPERIAL
Registration Number:	0699277	CIMPLUS
Registration Number:	1580883	CIMSTAR
Registration Number:	0986779	CIMTAP

**CH \$1465.00 2172497**

Registration Number:	1526347	CIMTECH
Registration Number:	2225318	CIMVANTAGE
Registration Number:	1100008	CINCINNATI MILACRON
Registration Number:	2124420	
Registration Number:	3026553	
Registration Number:	2665360	E PET
Registration Number:	2559906	EVOLUTION
Registration Number:	1924433	FERROMATIK MILACRON
Registration Number:	1956188	FIND A BETTER WAY
Registration Number:	2075199	MAGNA
Registration Number:	0905990	MILACRON
Registration Number:	0894092	MILACRON
Registration Number:	0894004	MILACRON
Registration Number:	0893967	MILACRON
Registration Number:	1892897	MILCOOL
Registration Number:	2436916	MILDRAW
Registration Number:	2366656	MILFORM
Registration Number:	1892896	MILHONE
Registration Number:	1883270	MILPLUS
Registration Number:	1892895	MILPRO
Registration Number:	1246144	MSL
Registration Number:	2794926	OAK
Registration Number:	3208437	OAK DRAW
Registration Number:	3273752	OAK KOOL
Registration Number:	3217546	OAK PROTECT
Registration Number:	2736354	OAK SIGNATURE
Registration Number:	2700266	OAKFLO
Registration Number:	2700264	OAKFORM
Registration Number:	2736353	OAKSPEC
Registration Number:	2700265	OAKTEC
Registration Number:	2704570	OAKWASH
Registration Number:	1824101	PAK
Registration Number:	3460430	
Registration Number:	2789384	POWERMELT
Registration Number:	3868312	POWERPAK

	2215353	PROWLER
Registration Number:	1338651	QUAL STAR
Registration Number:	2359901	QUANTALUBE
Registration Number:	2488519	SERVTEK
Registration Number:	3195372	SIGNATURE TOOLS
Registration Number:	2891637	TIMBEREX
Registration Number:	3511550	UNILOY
Registration Number:	2472740	WOLFPACK
Registration Number:	3272029	XTREEM

**CORRESPONDENCE DATA**

Fax Number: (513)487-5069  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 5134875063  
Email: jean\_moyer@milacron.com  
Correspondent Name: Jean Moyer  
Address Line 1: 3010 Disney Street  
Address Line 4: Cincinnati, OHIO 45209

ATTORNEY DOCKET NUMBER:	SECURITY AGREEMENT
NAME OF SUBMITTER:	John W. Gregg
Signature:	/john gregg/
Date:	05/23/2011

Total Attachments: 6  
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**RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) (this "Release") is made as of May 6, 2011, by THE BANK OF NEW YORK MELLON, in its capacity as administrative agent and registrar for the Holders (in such capacity, the "Agent"), in favor of MILACRON LLC and DME COMPANY LLC (each a "Grantor" and collectively, the "Grantors"). Terms used herein but not defined herein shall have the meaning ascribed to them in the Security Agreement (as described below).

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of August 21, 2009 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Note Purchase Agreement") among Milacron Holdings Inc., a Delaware corporation, as issuer ("Issuer"), each of Issuer's Subsidiaries listed as a "Guarantor" on the signature pages thereto (each a "Guarantor" and collectively, "Guarantors"), the purchasers party thereto as "Purchasers" (such Purchasers, together with their respective successors and assigns, are referred to hereinafter each individually as a "Purchaser" and collectively as the "Purchasers") and DDJ Capital Management, LLC, a Delaware limited liability company, as the predecessor agent to the Agent, the Purchasers have agreed to purchase certain Notes from the Issuer from time to time pursuant to the terms and conditions thereof;

WHEREAS, as a condition of the purchase of certain Notes from the Issuer by Purchaser pursuant to the terms and conditions of the Note Purchase Agreement, Grantors have executed and delivered to Agent, for the benefit of Agent and the Holders, that certain Security Agreement, dated as of October 21, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), pursuant to which Grantors granted to Agent a continuing second-priority security interest in certain intellectual property of Grantors, including the trademark registrations and trademark applications set forth on Schedule I hereto (the "Released Collateral"), and pursuant to which Grantors have executed that certain Trademark Security Agreement, dated as of October 21, 2009 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel/Frame 04089/0075 on November 2, 2009 with respect to United States trademarks registrations and trademark applications; and

WHEREAS, the Agent now desires to release in its entirety its security interest in, to and under the Released Collateral.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Release of Security Interest. The Agent hereby, without representation, warranty or recourse, whether express, implied or statutory, terminates and releases in its entirety its security interest in all of each Grantor's right, title and interest in, to and under the Released Collateral.
2. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

3. Governing Law. This Release is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) as of the day and year first above written.

THE BANK OF NEW YORK MELLON  
as Agent

By:   
Name: \_\_\_\_\_  
Title: MELINDA VALENTINE  
VICE PRESIDENT

Schedule I

(See attached)

U.S. TRADEMARKS

Owner: Millaron LLC

Country	Trademark	Status	Application No.	Date Filed	Registration No.	Registration Date
United States of America	AUTOJECTORS & DESIGN	Registered	75/231729	1/30/1997	2172497	7/14/1998
United States of America	CENTER SAVER	Registered	17031	3/25/1974	1020913	9/23/1975
United States of America	CIMCHER	Registered	75/655815	3/8/1999	2332117	3/21/2000
United States of America	CIMCLEAN	Registered	222662	7/6/1965	810254	6/21/1966
United States of America	CIMCOOL	Registered	340368	10/10/1969	904116	12/15/1970
United States of America	CIMCOOL	Registered	478857	1/22/1945	415093	7/10/1945
United States of America	CIMDRAULIC	Registered	445030	9/23/1983	1316374	1/29/1985
United States of America	CIMFLO	Registered	222663	7/6/1965	813829	8/30/1966
United States of America	CIMFREE	Registered	123604	4/21/1977	1087532	3/21/1978
United States of America	CIMGUARD	Registered	72/148142	7/2/1962	757107	9/24/1963
United States of America	CIMPERIAL	Registered	64260	12/15/1958	689369	12/8/1959
United States of America	CIMPLUS	Registered	72/084290	10/30/1959	699277	6/14/1960
United States of America	CIMSTAR	Registered	705452	1/13/1988	1580883	2/6/1990
United States of America	CIMTAP	Registered	72/449401	3/16/1973	986779	6/25/1974
United States of America	CIMTECH	Registered	745479	8/11/1988	1526347	2/28/1989
United States of America	CIMVANTAGE	Registered	75/348230	8/28/1997	2225318	2/23/1999
United States of America	CININNATH MILLACRON	Registered	78633	2/27/1976	1100008	8/22/1978
United States of America	CORPORATE LOGO DESIGN	Registered	75/163070	7/3/1996	2124420	12/23/1997
United States of America	DROP DESIGN	Registered	78/323507	11/5/2003	3026553	12/13/2005
United States of America	E-PET & DESIGN	Registered	76/162222	11/9/2000	2665360	12/24/2002
United States of America	EVOLUTION	Registered	75/940796	3/9/2000	2559906	4/9/2002
United States of America	FERRONATH MILLACRON	Registered	464563	12/2/1993	1924433	10/3/1995
United States of America	FIND A BETTER WAY	Registered	74/642445	3/6/1995	1956188	2/13/1996
United States of America	MAGNA	Registered	75/044405	1/16/1996	2075199	7/1/1997
United States of America	MILLACRON	Registered	346725	12/19/1969	905990	1/12/1971
United States of America	MILLACRON	Registered	72/342141	10/30/1969	894092	7/7/1970
United States of America	MILLACRON	Registered	342139	10/30/1969	894004	7/7/1970
United States of America	MILLACRON	Registered	72/342138	10/30/1969	893967	7/7/1970
United States of America	MILCOOL	Registered	488956	2/14/1994	1892897	5/9/1995
United States of America	MILDRAW	Registered	75/931854	2/28/2000	2436916	3/20/2001



Owner: Millacron LLC

Country	Trademark	Status	Application No.	Date Filed	Registration No.	Registration Date
United States of America	MILFORM	Registered	75/309375	6/16/1997	2366656	7/11/2000
United States of America	MILPHONE	Registered	488955	2/14/1994	1892896	5/9/1995
United States of America	MILPLUS	Registered	488957	2/14/1994	1883270	3/14/1995
United States of America	MILPRO	Registered	74/488954	2/14/1994	1892895	5/9/1995
United States of America	MIL	Registered	350068	2/12/1982	1246144	7/26/1983
United States of America	OAK	Registered	78/206249	1/23/2003	2794926	12/16/2003
United States of America	OAK DRAW	Registered	78/854690	4/5/2006	3208437	2/13/2007
United States of America	OAK KOOL	Registered	77/019910	10/12/2006	3273752	8/7/2007
United States of America	OAK PROTECT	Registered	78/854622	4/5/2006	3217546	3/13/2007
United States of America	OAK SIGNATURE	Registered	76/439574	8/12/2002	2736354	7/15/2003
United States of America	OAKFLO	Registered	76/439556	8/12/2002	2700266	3/25/2003
United States of America	OAKFORM	Registered	76/439552	8/12/2002	2700264	3/25/2003
United States of America	OAKSPEC	Registered	76/439555	8/12/2002	2736353	7/15/2003
United States of America	OAKTEC	Registered	76/439553	8/12/2002	2700265	3/25/2003
United States of America	OAKWASH	Registered	76/439554	8/12/2002	2704570	4/8/2003
United States of America	PAK	Registered	74/335045	11/27/1992	1824101	3/11/1994
United States of America	PINK Color	Registered	77/169962	5/1/2007	3460430	7/8/2008
United States of America	POWERMELT	Registered	76/322708	10/9/2001	2789384	12/2/2003
United States of America	POWERPAK	Registered	77/760037	6/15/2009	3868312	10/26/10
United States of America	PROWLER	Registered	75/286226	5/5/1997	2215353	12/29/1998
United States of America	QUANTALUBE	Registered	510746	11/26/1984	1538651	6/4/1985
United States of America	QUANTALUBE	Registered	75/697465	5/3/1999	2359901	6/20/2000
United States of America	SERVTEK	Registered	75/704313	5/13/1999	2488519	9/11/2001
United States of America	SIGNATURE TOOLS	Registered	78/881444	5/11/2006	3195372	1/2/2007
United States of America	TIMBEREX	Registered	76/417643	6/3/2002	2891637	10/5/2004
United States of America	UNIDLOY	Registered	77/402365	2/7/2008	3511550	10/7/2008
United States of America	WOLFPACK	Registered	75/660951	3/15/1999	2472740	7/31/2001
United States of America	XTREM	Registered	78/832389	3/8/2006	3272029	7/31/2007

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