

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
MILACRON LLC		05/06/2011	LIMITED LIABILITY COMPANY: DELAWARE
DME COMPANY LLC		05/06/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	135 S. LaSalle Street
Internal Address:	Mail Code: IL4-135-05-41
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	INC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 101

Property Type	Number	Word Mark
Registration Number:	3928896	STARCHEM
Registration Number:	3923193	CIMCOOL
Registration Number:	3877130	
Registration Number:	3868312	POWERPAK
Registration Number:	3850103	
Registration Number:	3511550	UNILOY
Registration Number:	3460430	
Registration Number:	3273752	OAK KOOL
Registration Number:	3272029	XTREEM
Registration Number:	3217546	OAK PROTECT
Registration Number:	3208437	OAK DRAW

OP \$2540.00 3928896

Registration Number:	3195372	SIGNATURE TOOLS
Registration Number:	3026553	
Registration Number:	2891637	TIMBEREX
Registration Number:	2794926	OAK
Registration Number:	2789384	POWERMELT
Registration Number:	2736354	OAK SIGNATURE
Registration Number:	2736353	OAKSPEC
Registration Number:	2704570	OAKWASH
Registration Number:	2700266	OAKFLO
Registration Number:	2700265	OAKTEC
Registration Number:	2700264	OAKFORM
Registration Number:	2665360	E PET
Registration Number:	2559906	EVOLUTION
Registration Number:	2488519	SERVTEK
Registration Number:	2472740	WOLFPACK
Registration Number:	2436916	MILDRAW
Registration Number:	2366656	MILFORM
Registration Number:	2359901	QUANTALUBE
Registration Number:	2332117	CIMCHEK
Registration Number:	2225318	CIMVANTAGE
Registration Number:	2215353	PROWLER
Registration Number:	2172497	AUTOJECTORS
Registration Number:	2124420	
Registration Number:	2075199	MAGNA
Registration Number:	1956188	FIND A BETTER WAY
Registration Number:	1924433	FERROMATIK MILACRON
Registration Number:	1892897	MILCOOL
Registration Number:	1892896	MILHONE
Registration Number:	1892895	MILPRO
Registration Number:	1883270	MILPLUS
Registration Number:	1824101	PAK
Registration Number:	1580883	CIMSTAR
Registration Number:	1526347	CIMTECH
Registration Number:	1338651	QUAL STAR
Registration Number:	1316374	CIMDRAULIC

	1246144	MSL
Registration Number:	1100008	CINCINNATI MILACRON
Registration Number:	1087532	CIMFREE
Registration Number:	1020913	CENTER SAVER
Registration Number:	986779	CIMTAP
Registration Number:	905990	MILACRON
Registration Number:	904116	CIMCOOL
Registration Number:	894092	MILACRON
Registration Number:	894004	MILACRON
Registration Number:	893967	MILACRON
Registration Number:	813829	CIMFLO
Registration Number:	810254	CIMCLEAN
Registration Number:	757107	CIMGUARD
Registration Number:	699277	CIMPLUS
Registration Number:	689369	CIMPERIAL
Registration Number:	415093	CIMCOOL
Registration Number:	1094237	AUTO FIXED
Registration Number:	1486791	COOL ONE
Registration Number:	1842659	DME
Registration Number:	1761043	D M E
Registration Number:	1721367	D-M-E
Registration Number:	1217295	D-M-E
Registration Number:	2232773	D-M-E
Registration Number:	2080550	DSS
Registration Number:	3490641	EVERY STEP OF THE WAY
Registration Number:	2443512	GALAXY
Registration Number:	1443965	HOT ONE
Registration Number:	2967700	IN2
Registration Number:	2944492	INTEGRITY
Registration Number:	2486347	METEOR
Registration Number:	1525409	MFP
Registration Number:	1451556	MFP
Registration Number:	2394775	MINI-MIGHT
Registration Number:	2468501	MOLD BASICS
Registration Number:	1223834	MOLD SAVER

	3064062	MOLDERBASICS
Registration Number:	1585322	MUD
Registration Number:	1317649	NICKERSON
Registration Number:	1313162	NM
Registration Number:	2504707	QDS
Registration Number:	3726250	QUICK STRIP
Registration Number:	1625672	SELECTIVE CYCLE
Registration Number:	1466028	SELECTIVE CYCLE
Registration Number:	1616459	SMART SERIES
Registration Number:	1466029	SMART SERIES
Registration Number:	1530609	SMART START
Registration Number:	1953371	SSH
Registration Number:	1476579	SSM
Registration Number:	2632679	STELLAR
Registration Number:	2591575	STRAIGHT SHOT
Registration Number:	1953372	TAS
Registration Number:	2914956	VECTORFORM
Registration Number:	2977473	VICTORY
Serial Number:	85070841	UNILOY
Serial Number:	77459535	

CORRESPONDENCE DATA

Fax Number: (212)656-1342
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-701-3283
Email: david.adams@thomsonreuters.com
Correspondent Name: Maureen P. Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams TR/
Date:	05/25/2011

Total Attachments: 7
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Trademark Security Agreement

Trademark Security Agreement, dated as of May 6, 2011 by MILACRON LLC and DME COMPANY LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

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 Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral

pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

MILACRON LLC,
a Delaware limited liability company

By: 
Name: John C. Francy
Title: Chief Financial Officer

DME COMPANY LLC,
a Delaware limited liability company

By: 
Name: John C. Francy
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: **Rosanne Parsill**
Title: **Vice President**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Milacron LLC	3928896	STARCHEM
Milacron LLC	3923193	WAVE and CIMCOOL
Milacron LLC	3877130	PINK Paste
Milacron LLC	3868312	POWERPAK
Milacron LLC	3850103	PINK Fluids
Milacron LLC	3511550	UNILOY
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DME Company LLC	2977473	VICTORY

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
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