

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diversified Machine, Inc.		12/01/2011	CORPORATION: DELAWARE
DMI Edon, LLC		12/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe		
Internal Address:	20th Floor East		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Bank Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3060849	DYNATURN	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
Phone:	212-735-3000		
Email:	robert.wise@skadden.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	4 Times Square		
Address Line 2:	Attn: John Deming		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	150770/4		
NAME OF SUBMITTER:	John Deming		

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TRADEMARK
REEL: 004673 FRAME: 0027

Signature:	/John Deming/
Date:	12/06/2011
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2011, (this "Trademark Security Agreement") is made by **DIVERSIFIED MACHINE, INC.**, a Delaware corporation, located at 28059 Center Oaks Court, Wixom, Michigan 48393 ("DMI") and **DMI EDON, LLC**, a Delaware limited liability company, located at 28059 Center Oaks Court, Wixom, Michigan 48393 ("DMI EDON") and together with DMI, the "Grantors", in favor of **BMO HARRIS BANK N.A.**, a national bank association, located at 111 West Monroe, 20th Floor East, Chicago, Illinois 60603, in its capacity as Agent ("Agent") for the Secured Parties. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement (as hereinafter defined).

RECITALS:

A. The Grantors, the lenders from time to time party thereto and Agent are party to a Loan and Security Agreement, dated as of the date hereof (as in effect on the date hereof, the "Loan Agreement").

B. Pursuant to the Loan Agreement, the Grantors have agreed to execute and deliver to Agent this Trademark Security Agreement.

Now, therefore, for good and valuable consideration hereby acknowledged, the parties agree as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** To secure the prompt payment and performance to the Secured Parties of the Secured Obligations, the Grantors hereby grant to Agent for the benefit of itself and each of the Secured Parties a continuing Lien upon and security interest in all of such Grantor's trademarks and service marks, including the U.S. registered trademarks and service marks and trademark and service mark applications set forth on Schedule I attached hereto, the goodwill of the business connected with the use thereof and symbolized thereby, all registrations or applications for registrations and renewals which have heretofore been or may hereafter be issued therefrom throughout the world, all renewals thereof, and income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing, and with respect to any of the foregoing including damages, claims and payments for past, present or future infringements or other violations thereof, in each case, whether now owned or existing or hereafter created, acquired or arising and wheresoever located, and all Proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing (collectively, the "Trademark Collateral").

2. **Loan Agreement.** The Lien and security interest granted pursuant to this Trademark Security Agreement is granted contemporaneously and in conjunction with the Lien and security interest granted to Agent pursuant to the Loan Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The provisions of this Trademark Security Agreement are made cumulative with the provisions of the Loan Agreement. If any provision contained in the Loan Agreement is in direct conflict with, or inconsistent with, any provision in this Trademark Security Agreement, the provision contained in the Loan Agreement shall govern and control.

3. **Termination.** This Trademark Security Agreement shall terminate upon the termination of the Loan Agreement. Upon such termination, Agent shall, at Grantors' expense, execute and deliver to

the Grantors an instrument in writing in recordable form releasing the Lien and security interest hereby granted to Agent in the Trademark Collateral.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed and delivered be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or electronic transmission via emailed pdf or other similar format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Governing Law.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

6. **Intercreditor Agreement.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO AGENT FOR ITS BENEFIT AND THE BENEFIT OF THE OTHER SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY AGENT HEREUNDER ARE SUBJECT TO THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 1, 2011 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG DIVERSIFIED MACHINE, INC., DIVERSIFIED MACHINE BRISTOL, INC., DIVERSIFIED MACHINE MONTAGUE, INC., DIVERSIFIED MACHINE, MILWAUKEE LLC, DMI EDON, LLC, MEXICO PRODUCTS I, LLC, DMI COLUMBUS, LLC, DMI CHINA HOLDING LLC, DMI COLUMBUS REAL ESTATE HOLDINGS, LLC AND UC HOLDINGS, INC. ("PARENT"), THE OTHER SUBSIDIARIES OF PARENT FROM TIME TO TIME PARTY THERETO, BMO HARRIS BANK N.A., AS AGENT FOR THE REVOLVING CREDIT CLAIMHOLDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), BANK OF MONTREAL, AS COLLATERAL AGENT FOR THE TERM LOAN CLAIMHOLDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), AND CERTAIN OTHER PERSONS WHICH MAY BE OR BECOME PARTIES THERETO OR BECOME BOUND THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed on the day and year specified at the beginning of this Trademark Security Agreement.

DIVERSIFIED MACHINE, INC.

h By: Maureen Duffy
Name:
Title:

DMI EDON LLC

h By: Maureen Duffy
Name:
Title:

Accepted and Agreed:

BMO HARRIS BANK N.A., as Agent

By: 

Name: John Gil

Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations and Applications:

<u>Trademark</u>	<u>Owner</u>	<u>Status</u>	<u>Registration or Serial No.</u>	<u>Registration or filing Date</u>
Dynatum	DMI EDON, LLC	Registered	3,060,849	21-Feb-06