

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Typographical error - Corporation should have been Limited Liability Company previously recorded on Reel 004055 Frame 0054. Assignor(s) hereby confirms the all right, title, and interest in and to Intellectual Property.		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	D-M-E Company		08/18/2009
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DME Company LLC		
Street Address:	29111 Stephenson Highway		
City:	Madison Heights		
State/Country:	MICHIGAN		
Postal Code:	48071		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	1761043	D M E
	Registration Number:	3490641	EVERY STEP OF THE WAY
CORRESPONDENCE DATA			
Fax Number:	5134875061		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	513-487-5063		
Email:	jean_moyer@milacron.com		
Correspondent Name:	Jean Moyer		
Address Line 1:	3010 Disney Street		
Address Line 4:	Cincinnati, OHIO 45209		
ATTORNEY DOCKET NUMBER:	10241US		
NAME OF SUBMITTER:	John W. Gregg, Attorney for Applicant		

CH \$65.00 1761043

Signature:	/john gregg/
Date:	02/11/2013
Total Attachments: 5 source=Spexec213021114230#page1.tif source=Spexec213021114230#page2.tif source=Spexec213021114230#page3.tif source=Spexec213021114230#page4.tif source=Spexec213021114230#page5.tif	

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
D-M-E Companyt		08/18/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	DME Company LLC
<b>Street Address:</b>	29111 Stephenson Highway
<b>City:</b>	Madison Heights
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48071
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Registration Number:	2977473	VICTORY
Registration Number:	2914956	VECTORFORM
Registration Number:	1953372	TAS
Registration Number:	2591575	STRAIGHT SHOT
Registration Number:	2632679	STELLAR
Registration Number:	1476579	SSM
Registration Number:	1953371	SSH
Registration Number:	1530609	SMART START
Registration Number:	1616459	SMART SERIES
Registration Number:	1466029	SMART SERIES
Registration Number:	1625672	SELECTIVE CYCLE
Registration Number:	1466028	SELECTIVE CYCLE
Serial Number:	77488780	QUICK STRIP
Registration Number:	2504707	QDS

CH \$965.00 2977473



Registration Number:	1313162	NM
Registration Number:	1317649	NICKERSON
Registration Number:	1585322	MUD
Registration Number:	3064062	MOLDERBASICS
Registration Number:	1223834	MOLD SAVER
Registration Number:	2468501	MOLD BASICS
Registration Number:	2394775	MINI-MIGHT
Registration Number:	1525409	MFP
Registration Number:	1451556	MFP
Registration Number:	2486347	METEOR
Registration Number:	2944492	INTEGRITY
Registration Number:	2967700	IN2
Registration Number:	1443965	HOT ONE
Registration Number:	2443512	GALAXY
Registration Number:	3490641	EVERY STEP OF THE WAY
Registration Number:	2080550	DSS
Registration Number:	2232773	D-M-E
Registration Number:	1721367	D-M-E
Registration Number:	1217295	D-M-E
Registration Number:	1842659	DME
Registration Number:	1761043	D M E
Registration Number:	1486791	COOL ONE
Serial Number:	77581013	BACCHUS
Registration Number:	1094237	AUTO FIXED

**CORRESPONDENCE DATA**

Fax Number: (513)536-3509  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 5135363557  
Email: jean\_moyer@milacron.com  
Correspondent Name: Jean Moyer  
Address Line 1: 4165 Half Acre Road  
Address Line 4: Batavia, OHIO 45230

NAME OF SUBMITTER:	John W. Gregg
Signature:	/john gregg/

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), effective the 18 day of August, 2009, is made and entered into by and between D-M-E Company, a Delaware corporation ("DME"; the "Assignor"), and DME Company LLC, a Delaware limited liability company, having its principal place of business at 29111 Stephenson Highway, Madison Heights, Michigan 48071 (the "Assignee"), a wholly-owned subsidiary of Milacron LLC, a Delaware Corporation ("Milacron LLC") (Assignor and Assignee each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Milacron LLC entered into that certain Purchase Agreement, dated as of May 3, 2009, as amended (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Milacron LLC has agreed to purchase the Purchased Assets from Assignor, including all right, title and interest in and to the Owned Intellectual Property, including, without limitation, those trademarks and service marks, trademark and service mark registrations, and trademark and service mark applications set forth on Schedule A hereto (all such marks (including any and all goodwill symbolized by any of the foregoing) referred to collectively as the "Trademarks");

WHEREAS, Assignor is the owner of each of the Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW, THEREFORE, in consideration of the promises and the representations, warranties, agreements and covenants set forth in the Purchase Agreement, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer of, all right, title and interest in and to the Trademarks, as further described in the Purchase Agreement.

2. Further Assurances. (a) Assignor shall, at the request and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Trademarks and any other marks and registrations and applications for such marks within the Owned Intellectual Property, including without limitation, in the (i) preparation and prosecution of any application for registration of the Trademarks, and (ii) prosecution or defense of any interference, opposition, cancellation, infringement or other Action that may arise in connection with any of the Trademarks, including testifying as to any facts relating to the Trademarks and this Assignment.

(b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Section 2 hereof, Assignor hereby irrevocably designates and

appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Assignment.

3. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any other official of any applicable Governmental Authority to issue any and all registrations from any and all applications for registration included in the Trademarks to and in the name of Assignee.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York and, to the extent applicable, the Bankruptcy Code and the CCAA.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

DME COMPANY LLC

By: 

Name: Dennis H. Smith

Title: President

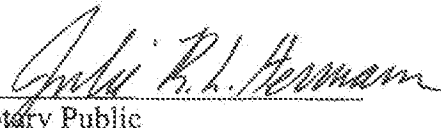
IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

**D-M-E COMPANY**

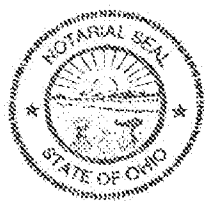
By:   
Name: David E. Lawrence  
Title: President and Chief Executive Officer

State of Ohio )  
County of Vermont ) ss

Before me this 18<sup>th</sup> day of August, 2009, personally appeared DAVID E. LAWRENCE to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

  
Notary Public

AFFIX SEAL



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



SCHEDULE A

United States of America	EVERY STEP OF THE WAY	Registered	78/954530	8/17/2006	3490641	8/19/2008
United States of America	DME	Registered	74/192072	8/6/1991	1761043	3/30/1993

TRADEMARK

REEL: 004960 FRAME: 0494

RECORDED: 02/11/2013