

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
DMI Edon LLC		07/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
Alutech, LLC		07/23/2013	LIMITED LIABILITY COMPANY: MICHIGAN
Chassix, Inc.		07/23/2013	CORPORATION: DELAWARE
Concord International, Inc.		07/23/2013	CORPORATION: 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: 9

Property Type	Number	Word Mark
Registration Number:	3276004	PCPC
Registration Number:	3060849	DYNATURN
Serial Number:	85422217	ALUTECH
Serial Number:	85502145	ALUTECH
Serial Number:	85422466	SMW AUTOMOTIVE
Serial Number:	85945253	CHASSIX
Serial Number:	85946638	CHASSIX
Serial Number:	85945295	CHASSIX AUTOMOTIVE
Serial Number:	85945314	CHASSIX METALCRAFT

CH \$240.00 3276004

CORRESPONDENCE DATA

Fax Number: 9177777373
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-735-3000
Email: andrew.patrick@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Rebecca Rodal, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	150770/8
NAME OF SUBMITTER:	Rebecca Rodal
Signature:	/rebecca rodal/
Date:	07/24/2013

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

THIS **TRADEMARK SECURITY AGREEMENT**, dated as of July 23, 2013, (this "Trademark Security Agreement") is made by **DMI EDON LLC**, a Delaware limited liability company, located at 28059 Center Oaks Court, Wixom, Michigan 48393, **ALUTECH, LLC**, a Michigan limited liability company, located at 3221 W. Big Beaver, Suite 110, Troy, Michigan 48084, **CHASSIX, INC.**, a Delaware corporation, located at 28059 Center Oaks Court, Wixom, Michigan 48393, and **CONCORD INTERNATIONAL, INC.**, a Delaware corporation located at 3221 W. Big Beaver, Suite 110, Troy, Michigan 48084 (each a "Grantor", and collectively, 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 an Amended and Restated Loan, Security and Guaranty 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, each Grantor hereby grants 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 1 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"). Anything herein to the contrary notwithstanding, however, in no event shall the security interest granted under this Section 1 include any "intent to use" trademark applications for which a statement of use has not been filed with the PTO but only to the extent and during the period that the grant of security interest and Lien would invalidate such trademark applications or the trademarks that issue therefrom; provided that, to the extent such application is excluded from the Trademark Collateral, upon the acceptance of evidence of use of such trademark to the PTO, such trademark application shall automatically be included in the Trademark Collateral, without further action on any party's part.

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 acknowledges and affirms 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 Grantor 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, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, 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 AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY AGENT HEREUNDER ARE SUBJECT TO THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF [•], 2013 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN BMO HARRIS BANK N.A., IN ITS CAPACITY AS COLLATERAL AGENT FOR THE ABL SECURED PARTIES (AS DEFINED IN THE INTERCREDITOR AGREEMENT), AND [•], IN ITS CAPACITY AS COLLATERAL AGENT FOR THE NOTES SECURED PARTIES (AS DEFINED IN THE INTERCREDITOR AGREEMENT), AND CONSENTED TO BY THE OBLIGORS. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS 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.

DMI EDON LLC

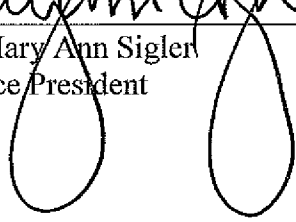
By: 
Name: Mary Ann Sigler
Title: Vice President

CONCORD INTERNATIONAL, INC.


By: 

Name: Mary Ann Sigler

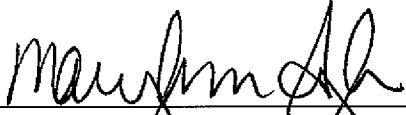
Title: Vice President



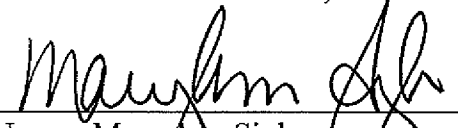
ALUTECH, LLC

By: 
Name: Mary Ann Sigler
Title: Vice President

CHASSIX, INC.

By: 
Name: Mary Ann Sigler
Title: Vice President

DIVERSIFIED MACHINE, MILWAUKEE LLC

By: 
Name: Mary Ann Sigler
Title: Vice President

Accepted and Agreed:

BMO HARRIS BANK N.A., as Agent

By: _____

Name: Jason Hoefler

Title: Director

Trademark Security Agreement (ABL)

TRADEMARK
REEL: 005077 FRAME: 0079

**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT**

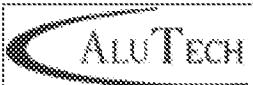


TRADEMARK REGISTRATIONS AND APPLICATIONS


UNITED STATES TRADEMARKS

Registrations:

Owner	Trademark	Registration Date	Registration No.
Alutech, LLC	PCPC	August 7, 2007	3,276,004
DMI Edon LLC	DYNATURN	February 21, 2006	3,060,849

Applications:

Owner	Trademark	Application Date	App. No.
Concord International, Inc.	ALUTECH	September 14, 2011 1(b) status/ITU	85/422,217
Concord International, Inc.	ALUTECH & Design 	December 22, 2011 1(b) status/ITU	85/502,145
Concord International, Inc.	SMW AUTOMOTIVE & Design	September 14, 2011 1(b) status/ITU	85/422,466
Chassix, Inc.	CHASSIX	May 29, 2013 1(b) status/ITU	85/945,253
Chassix, Inc.	CHASSIX & Design 	May 30, 2013 1(b) status/ITU	85/946,638
Chassix, Inc.	CHASSIX AUTOMOTIVE & Design 	May 29, 2013 1(b) status/ITU	85/945,295
Chassix, Inc.	CHASSIX METALCRAFT & Design	May 29, 2013 1(b) status/ITU	85/945,314

Owner	Trademark	Application Date	App. No.
	 The logo for 'chassix METALCRAFT' features the word 'chassix' in a lowercase, sans-serif font. A small, stylized graphic element resembling a triangle or a piece of a wheel is positioned above the 'i'. Below 'chassix', the word 'METALCRAFT' is written in a smaller, uppercase, sans-serif font.		