

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
ATI IP, LLC		12/06/2013	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	770 N. Water Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Association: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3790086	ATI	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	clerario@whdlaw.com		
Correspondent Name:	Christopher Lerario		
Address Line 1:	555 E. Wells Street		
Address Line 2:	Suite 1900		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	21386-0156 CNL		
NAME OF SUBMITTER:	Christopher Lerario		
Signature:	/Christopher Lerario/		

Date:

02/19/2014

Total Attachments: 6

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**NOTICE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

December 6, 2013

WHEREAS, ATI IP, LLC, a Wisconsin limited liability company (the "Grantor"), having its chief executive office at W160 N171 Cardinal Avenue, Cedarburg, Wisconsin 53012, is the owner of all right, title and interest in and to certain United States trademarks and trademark applications;

WHEREAS, BMO Harris Bank N.A., having an office at 770 N. Water Street, Milwaukee, WI 53202 ("Bank"), has acquired a security interest in all of the Grantor's right, title and interest in and to the Grantor's trademark and trademark applications and other collateral as described below; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Loan Agreement dated as of the date hereof, among ATI USA Holdings, LLC, a Wisconsin limited liability company, Advanced Technology International USA, LLC, a Wisconsin limited liability company and Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), and the Security Agreement dated as of the date hereof among Grantor, Bank and the other parties thereto, the Grantor has granted and hereby grants Bank a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired: (i) United States trademarks and trademark applications (the "Trademarks"), including without limitation those set forth on Schedule A, (ii) all reissues, extensions or renewals of any Trademarks, (iii) all causes of action arising prior to, on or after the date hereof for infringement of any Trademark and (iv) all proceeds of, and rights associated with, the foregoing.

The rights and remedies of Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Loan Agreement or the Security Agreement, the provisions of the Loan Agreement and the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

BMO HARRIS BANK N.A.

By: _____
Michael Goedheer, Vice President -
Business Banking

ATI IP, LLC,
a Wisconsin limited liability company

By: ATI USA Holdings, LLC
Its: Sole Member

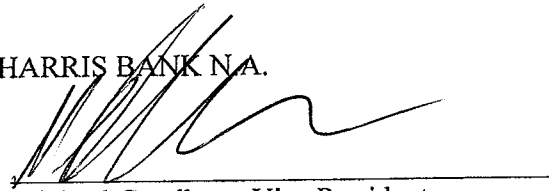
By: _____
John R. Chvala, Manager

By: _____
Eric W. Pfleger, Manager

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

BMO HARRIS BANK N.A.

By:



Michael Goedheer, Vice President -
Business Banking

ATI IP, LLC,
a Wisconsin limited liability company

By: ATI USA Holdings, LLC
Its: Sole Member

By:

John R. Chvala, Manager

By:

Eric W. Pflieger, Manager

STATE OF WISCONSIN)
) ss.:
COUNTY OF _____)

On this _____ day of December, 2013, before me personally came _____ who, being by me duly sworn, did state as follows: that he is the Vice President of BMO Harris Bank N.A., that he is authorized to execute the foregoing Security Interest on behalf of BMO Harris Bank N.A..

Notary Public
My Commission Expires _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DZAUKEE)

The foregoing instrument was acknowledged before me this 5 day of December, 2013, by John R. Chvala as Manager of ATI USA Holdings, LLC, sole member of ATI IP, LLC.

WITNESS, my hand and official seal.



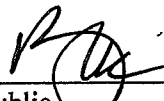
Notary Public
My Commission Expires 5-15-16

STATE OF WISCONSIN)
) ss.
COUNTY OF DZAUKEE)

**P J GIBSON
NOTARY PUBLIC
STATE OF WISCONSIN**

The foregoing instrument was acknowledged before me this 5 day of December, 2013, by Eric W. Pfleger as Manager of ATI USA Holdings, LLC, sole member of ATI IP, LLC.

WITNESS, my hand and official seal.

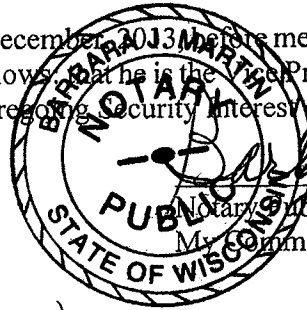


Notary Public
My Commission Expires 5-15-16

**P J GIBSON
NOTARY PUBLIC
STATE OF WISCONSIN**

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) ss.:

On this 5th day of December, 2013, before me personally came Michael Goodheer who, being by me duly sworn, did state as follows: that he is the President of BMO Harris Bank N.A., that he is authorized to execute the foregoing Security Interest on behalf of BMO Harris Bank N.A..



Michael
Goodheer
Barbara Martin
Notary Public
My Commission Expires 5-10-2015

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of December, 2013, by John R. Chvala as Manager of ATI USA Holdings, LLC, sole member of ATI IP, LLC.

WITNESS, my hand and official seal.

Notary Public
My Commission Expires _____


STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of December, 2013, by Eric W. Pflieger as Manager of ATI USA Holdings, LLC, sole member of ATI IP, LLC.

WITNESS, my hand and official seal.

Notary Public
My Commission Expires _____

SCHEDULE A

<u>Image</u>	<u>Trademark Registration Number</u>	<u>Owner of Record/ Assignor</u>	<u>Assignee</u>
	3,790,086	Advanced Technology International USA, LLC	ATI IP, LLC