

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Milacron LLC		10/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as collateral agent		
Street Address:	20975 Swenson Drive, Suite 200		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53186		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4597870	ITM	
Registration Number:	4306116	PARTNERSHIP	
Serial Number:	85751749	MAXIMA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	c/o Cahill Gordon & Reindel LLP		
Address Line 2:	80 Pine Street		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys TR/		
DATE SIGNED:	10/17/2014		
Total Attachments: 9			
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SUPPLEMENT NO. 2 TO THE AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENT NO. 2 (this "Supplement No. 2") dated as of October 17, 2014, to the AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 28, 2013, by and among the Persons listed on the signature pages hereto (the "Grantors"), and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of April 30, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among **MILACRON HOLDINGS INC.**, a Delaware corporation ("Holdings"), **MILACRON LLC**, a Delaware limited liability company (the "Lead Borrower"), **MCRON FINANCE SUB LLC**, a Delaware limited liability company (the "Initial Borrower"), the Subsidiaries of the Lead Borrower listed on Annex A thereto, as borrowers, and together with the Lead Borrower and the Initial Borrower, collectively, "Borrowers"), each of the subsidiaries listed on Annex A thereto, and **BANK OF AMERICA, N.A.**, a national banking association, as collateral agent for the Secured Parties (the "Agent").

B. The rules of construction and other interpretive provisions specified in Sections 1.2 through 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.3(e) of the Security Agreement, Grantors have agreed to execute or otherwise authenticate this Supplement No. 2 for recording the Security Interest granted under the Security Agreement to the Agent in such Grantors' Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Agent and Grantors agree as follows:

SECTION 1. Grant of Security. The Grantors hereby grant to the Agent for the benefit of the Secured Parties a security interest in all of such Grantors' right, title and interest in and to (i) the United States Trademark registrations and applications, (ii) the United States Patent registrations and applications and (iii) the United States Copyright registrations and applications and exclusive copyright licenses set forth in Schedule A hereto, excluding any Excluded Assets (collectively, the "Collateral").

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by Grantors under this Supplement No. 2 secures the payment of all amounts that constitute part of the Secured Obligations and would be owed to the Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantors.

SECTION 3. Recordation. Grantors authorize and request that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Supplement No. 2.

SECTION 4. Grants, Rights and Remedies. This Supplement No. 2 has been entered into in conjunction with the provisions of the Security Agreement. Grantors hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement No. 2 and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Supplement No. 2 may be executed by one or more of the parties to this Supplement No. 2 on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS SUPPLEMENT NO. 2 AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND APPLICABLE FEDERAL LAWS GOVERNING THE COLLATERAL.

SECTION 7. Severability. Any provision of this Supplement No. 2 that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 14.3 of the Credit Agreement. All communications and notices hereunder to Grantors shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 14.3 of the Credit Agreement.

SECTION 9. Expenses. Grantors agree to reimburse the Agent for its reasonable, documented and invoiced out-of-pocket costs and expenses in connection with this Supplement No. 2, in accordance with Section 14.2 of the Credit Agreement.

SECTION 10. Release of Security Interest. In connection with the termination or release of Security Interests evidenced by the Security Agreement, the Agent shall execute and deliver to any Grantor, at such Grantor’s expense, all documents that such Grantor shall reasonably request to evidence such termination or release.

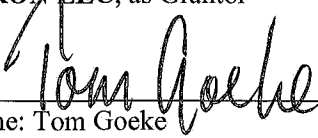
SECTION 11. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, this Supplement No. 2, the Liens and security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to this Supplement No. 2 and the exercise of any right or remedy by the Agent and the other Secured Parties hereunder, in each case, with respect to the Notes Priority Collateral and Notes Liens are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Supplement No. 2 with respect to the Notes Priority Collateral and Notes Liens, the provisions of the Intercreditor Agreement shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantors and the Agent have duly executed this Supplement No. 2 as of the day and year first above written.

MILACRON LLC, as Grantor

By: _____

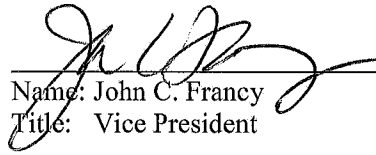

Name: Tom Goeke

Title: Chairman, President and Chief Financial Officer

[Signature Page to Supplement No. 2 to IP Security Agreement]

TRADEMARK
REEL: 005383 FRAME: 0336

KORTEC, INC., as Grantor

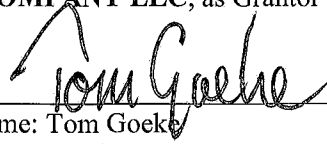
By:  _____
Name: John C. Francy
Title: Vice President

[Signature Page to Supplement No. 2 to IP Security Agreement]

TRADEMARK
REEL: 005383 FRAME: 0337

DME COMPANY LLC, as Grantor

By: _____

A handwritten signature in black ink, appearing to read "Tom Goetze", is written over a horizontal line.

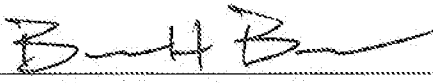
Name: Tom Goetze

Title: Chairman

[Signature Page to Supplement No. 2 to IP Security Agreement]

TRADEMARK
REEL: 005383 FRAME: 0338

BANK OF AMERICA, N.A., as Agent

By: 
Name: Brad H. Breidenbach
Title: Senior Vice President

**SCHEDULE A TO SUPPLEMENT NO. 2
TO THE AMENDED AND RESTATED
INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

UNITED STATES PATENTS

Issued and Pending Patents

Owner	Patent/Application No.	Title
DME COMPANY LLC	8708692	METHOD AND APPARATUS FOR INJECTION MOLDING
DME COMPANY LLC	8287272	APPARATUS FOR INJECTION MOLDING
DME COMPANY LLC	8277213	THREADED NUT CONNECTION FOR RETAINING NOZZLE ASSEMBLY TO MANIFOLD
KORTEC, INC.	8,801,991	HEAT-SEAL FAILURE PREVENTION METHOD AND ARTICLE
KORTEC, INC. AND HUSKY INJECTION MOLDING SYSTEMS LTD.	8,075,828	METHOD OF MOLDING
KORTEC, INC. AND HUSKY INJECTION MOLDING SYSTEMS LTD.	7,695,266	MOLDING STRUCTURE
KORTEC, INC.	14/455,533	INDIVIDUAL CAVITY FLOW CONTROL METHODS AND SYSTEMS FOR CO-INJECTION MOLDING
KORTEC, INC.	14/327,221	INDIVIDUAL CAVITY FLOW CONTROL METHODS AND SYSTEMS FOR CO-INJECTION MOLDING
KORTEC, INC.	14/210,353	METHODS AND SYSTEMS FOR THE PREPARATION OF MOLDED PLASTIC ARTICLES HAVING A STRUCTURAL BARRIER LAYER
KORTEC, INC.	13/827,293	TECHNIQUES TO MOLD PARTS WITH INJECTION-FORMED APERTURE IN GATE AREA
KORTEC, INC.	61/931,393	CO-INJECTION MOLDED MULTI-LAYER ARTICLE WITH INJECTION-FORMED APERTURE BETWEEN GATE AREA AND PERIPHERAL EDGE
KORTEC, INC.	61/990,048	PLASTIC CONTAINER WITH FLEXIBLE BASE PORTION
MILACRON LLC	29/496485	DESIGN FOR CONTAINER
MILACRON LLC	29/501682	DESIGN FOR CONTAINER
MILACRON LLC	61/891524	REMOTE MACHINE MONITORING SYSTEM AND SERVICES

Trademarks

UNITED STATES TRADEMARKS

Issued and Pending Trademarks

Owner	Trademark	Registration/Application No.
MILACRON LLC	ITM	4597870
MILACRON LLC	PARTNERSHIP	4306116
MILACRON LLC	MAXIMA	85/751749

Copyrights

UNITED STATES COPYRIGHT REGISTRATIONS

Issued and Pending Copyrights

None.