

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
J.L. French Automotive Castings, Inc.	08/23/2004
Nelson Metal Products Corporation	08/23/2004
French Holdings, Inc.	08/23/2004
Allotech International, Inc.	08/23/2004
J.L. French Corporation	08/23/2004
Shore Line Industries, Inc.	08/23/2004

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P., as Collateral Agent
Street Address:	85 Broad Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	10286553
Patent Number:	5205338
Patent Number:	5630463
Patent Number:	5562150
Patent Number:	5168964
Application Number:	09194102
Application Number:	09263646

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (714) 540-1235

PATENT

500005849

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OP \$280.00 10286553

Email: greg.phillips@lw.com
Correspondent Name: Latham & Watkins, LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:

Greg Phillips, Senior Paralegal

Total Attachments: 6

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SECOND LIEN PATENT SECURITY AGREEMENT

Second Lien Patent Security Agreement, dated as of August 23, 2004 (as amended, restated or otherwise modified from time to time, the "Patent Security Agreement"), between each of J.L. French Automotive Castings, Inc., Nelson Metal Products Corporation, French Holdings, Inc., Allotech International, Inc., J.L. French Corporation and Shore Line Industries, Inc. (collectively, the "Grantors"), and Goldman Sachs Credit Partners L.P., in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Second Lien Pledge and Security Agreement dated as of August 23, 2004 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement (as defined in the Pledge and Security Agreement), the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "Patents"), including, but not limited to: each patent and patent application referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(b) all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Patent Licenses");

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof;

(d) all rights corresponding thereto throughout the world;

- (e) all inventions and improvements described therein;
 - (f) all rights to sue for past, present and future infringements thereof;
 - (g) all licenses, claims, damages, and proceeds of suit arising therefrom;
- and
- (h) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

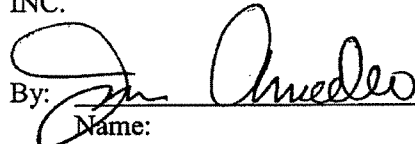
SECTION 4. Applicable Law. This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

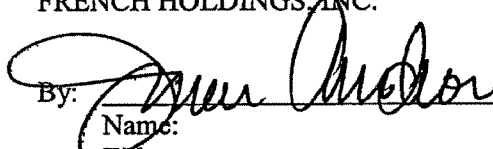
J.L. FRENCH AUTOMOTIVE CASTINGS,
INC.

By: 
Name:
Title:

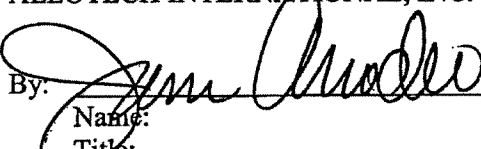
NELSON METAL PRODUCTS
CORPORATION

By: 
Name:
Title:

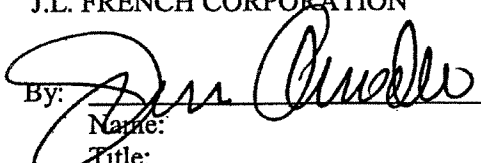
FRENCH HOLDINGS, INC.

By: 
Name:
Title:

ALLOTECH INTERNATIONAL, INC.

By: 
Name:
Title:

J.L. FRENCH CORPORATION

By: 
Name:
Title:

[Patent Security Agreement]

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SHORE LINE INDUSTRIES, INC.

By: 

Name:

Title:

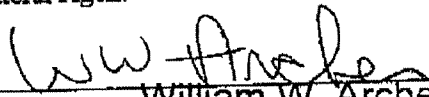
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Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: 
Name: William W. Archer
Title: Managing Director

[Patent Security Agreement]

NY940148

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS AND APPLICATIONS

APPLICATION NO.	PATENT NO.	TITLE	OWNER
10/286,553	n/a	Integrated brake rotor.	J.L. French Automotive Castings, Inc.
07/805,033	5,205,338	Closed shot die casting.	Nelson Metal Products Corporation
08/351,937	5,630,463	Variable volume die casting shot sleeve.	Nelson Metal Products Corporation
08/534,878	5,562,150	Die casting vent.	Nelson Metal Products Corporation
07/688,457	5,168,964	Brake caliper.	Nelson Metal Products Corporation
09/194,102	n/a	Methods for incorporating boundary conditions into finite element analysis.	Nelson Metal Products Corporation
09/263,646	n/a	Casting insert and method for using same.	Nelson Metal Products Corporation

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