

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	SECURITY AGREEMENT
-----------------------	--------------------

CONVEYING PARTY DATA

Name	Execution Date
Gunite Corporation	01/31/2005

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc., as Administrative Agent
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	5890567
Patent Number:	5858127
Application Number:	10624164
Patent Number:	6612657
Application Number:	10438148
Application Number:	10685097
Application Number:	10734495
Application Number:	10872853

CORRESPONDENCE DATA

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 455-2254  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Robyn Rahbar, Esq  
 Address Line 1: Simpson Thacher & Bartlett LLP  
 Address Line 2: 425 Lexington Avenue

OP \$320.00 5890567

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:

Robyn Rahbar

Total Attachments: 6

source=GUNITTP\_#page1.tif

source=GUNITTP\_#page2.tif

source=GUNITTP\_#page3.tif

source=GUNITTP\_#page4.tif

source=GUNITTP\_#page5.tif

source=GUNITTP\_#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of January 31, 2005, is made by the grantor listed on the signature page hereof (the "**Grantor**") in favor of Citicorp USA, Inc. ("**CUSA**"), as administrative agent (the "**Administrative Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Accuride Corporation, a Delaware corporation, and Accuride Canada, Inc., a corporation existing under the laws of Ontario, Canada, have entered into the Fourth Amended and Restated Credit Agreement dated as of January 31, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with CUSA, as Administrative Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Bank Hedge Agreements by the Hedge Banks from time to time, the Grantor has executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement dated as of January 31, 2005 made by the Grantor and the other grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of its right, title and interest in and to the following (the "**Collateral**"):

- (i) the United States patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Guarantee and Collateral Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit F to the Guarantee and Collateral Agreement (an "**IP Security Agreement Supplement**"), executed and delivered by the Grantor to the Administrative Agent from time to time), together with all reissues, divisions, continuations, continuations-in-

part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Administrative Agent from time to time) (the "**Trademarks**");

(iii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents and Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of the foregoing.

Section 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

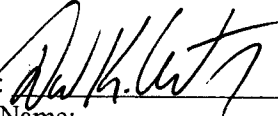
Section 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Gunite Corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed to  
as of the date first above written:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

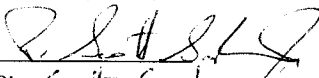
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Gunite Corporation

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed to  
as of the date first above written:

CITICORP USA, INC., as Administrative Agent

By:   
Name: Scott Sartorius  
Title: Vice President

**Schedule A to the  
Intellectual Property Security Agreement**

**U.S. PATENTS & REGISTERED TRADEMARKS AND TRADE NAMES**

PATENTS/APPLICATIONS: U.S.A. & CANADA	OWNER	STATUS	APPLICATION OR REGISTRATION NUMBER	DATE
Brake Drum Mounting	Gunite Corporation	Patented	5,890,567	January 12, 1998
Metal Alloys and Brake Drums Made from Such Alloys	Gunite Corporation	Patented	5,858,127	June 12, 1997
Outboard ribbed wheel hub	Gunite Corporation	Patented	10/624,164	July 21, 2003
Outboard ribbed wheel hub	Gunite Corporation	Patented	6,612,657	September 2, 2003
Wheel Hub Pilot Protector	Gunite Corporation	Pending Appl.	10/438148	May 14, 2003
Outboard Ribbed Wheel Hub (continuation)	Gunite Corporation	Pending Appl.	10/624164	July 21, 2003
Two Component Wheel Hub	Gunite Corporation	Pending Appl.		May 5, 2004
High Tensile Strength Gray Iron Alloy	Gunite Corporation	Pending Appl.	10/685097	October 10, 2003
Seal for a Bearing	Gunite Corporation	Pending Appl.		November 11, 2004
Sealing Device for a Slack Adjuster	Gunite Corporation	Pending Appl.	10/734495	December 12, 2003
Exciter Ring for a Brake Rotor (Stamped exciter)	Gunite Corporation	Pending Appl.		October 30, 2004

PATENTS/APPLICATIONS: U.S.A. & CANADA	OWNER	STATUS	APPLICATION OR REGISTRATION NUMBER	DATE
ABS Brake Rotor – Machined Excited Ring	Gunite Corporation	Pending Appl.	10/872853	June 21, 2004

TRADEMARK	OWNER	STATUS	APPLICATION OR REGISTRATION NUMBER
GUNITE	Gunite Corp.	Reg.	2,311,175
GUNITE-LITE	Gunite Corp.	Reg.	2,076,007
GUNITE and Design	Gunite Corp.	Reg.	1,715,491
DESIGN ONLY	Gunite Corp.	Reg.	1,615,600
GUNITE	Gunite Corp.	Reg.	610,564
DESIGN ONLY	Gunite Corp.	Reg.	523,587
DESIGN ONLY	Gunite Corp.	Reg.	512,186
S and Design	Gunite Corp.	Reg.	512,185