

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
Hayes Lemmerz International - Montague, Inc.	02/14/2007

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc., as Administrative Agent
Street Address:	222 North LaSalle Street
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	6994148
Patent Number:	6938673
Patent Number:	6779588
Patent Number:	6755235
Patent Number:	6763879
Patent Number:	6745454
Patent Number:	5601135

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher c/o Goldberg Kohn

Address Line 1: 55 East Monroe Street

PATENT

500225935

REEL: 018904 FRAME: 0415

OP \$280.00 6994148

Address Line 2:	Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5125.098
-------------------------	----------

NAME OF SUBMITTER:	Nancy Brougher
--------------------	----------------

Total Attachments: 5
source=Hayes Patent Security Agreement#page1.tif
source=Hayes Patent Security Agreement#page2.tif
source=Hayes Patent Security Agreement#page3.tif
source=Hayes Patent Security Agreement#page4.tif
source=Hayes Patent Security Agreement#page5.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 14th day of February, 2007, by Hayes Lemmerz International-Montague, Inc., a Michigan corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor, Diversified Machine, Inc. ("DMI"), Hayes Lemmerz International-Bristol, Inc. ("Bristol" and together with Grantor and DMI, the "Borrowers" and each a "Borrower"), Grantee and Lenders are parties to a certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement of even date herewith among Borrowers, Holdings and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HAYES LEMMERZ INTERNATIONAL-
MONTAGUE, INC.

By *Charles Kim*
Its *CFO*

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By _____
Its _____

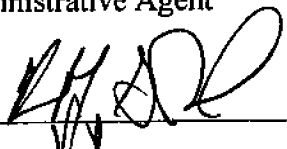
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HAYES LEMMERZ INTERNATIONAL-
MONTAGUE, INC.

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By  _____
Its _____

SCHEDULE 1

PATENTS

<u>Patent Description</u>	<u>U.S. Patent No.</u>
Method and apparatus for venting a gas in a lined pressure furnace	6,994,148
Safety block device for use in a press device	6,938,673
Method for filling a mold	6,779,588
Quick-change lock assembly for casting machine fill tubes	6,755,235
Mold temperature control for casting system	6,763,879
Flexible manufacturing and workpiece transfer system	6,745,454
Mold loading in low-pressure casting	5,601,135

PATENT APPLICATIONS

None.