## 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
Doncasters Limited	05/15/2007
Doncasters Precision Castings-Bochum	05/15/2007
Progressive Stamping Company, Inc.	05/15/2007
Nelson Stud Welding, Inc.	05/15/2007
Nelson Bolzenschweib Technik GmbH & Co. KG	05/15/2007

#### **RECEIVING PARTY DATA**

Name:	The Royal Bank of Scotland PLC, as Security Agent	
Street Address:	135 Bishopsgate	
City:	London	
State/Country:	UNITED KINGDOM	
Postal Code:	EC2M 3UR	

### PROPERTY NUMBERS Total: 31

Property Type	Number
Patent Number:	6250340
Patent Number:	6923900
Application Number:	10533850
PCT Number:	GB0404776
PCT Number:	GB0404723
Patent Number:	6896036
Patent Number:	6799929
Patent Number:	6698081
Patent Number:	6339320
Patent Number:	5618491
Patent Number:	5030815

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II.	, ,,
Patent Number:	5252802
Patent Number:	5383741
Patent Number:	5493833
Patent Number:	5662820
Patent Number:	6011234
Patent Number:	6476339
Patent Number:	6596959
Patent Number:	D454578
Patent Number:	D455448
Patent Number:	6799385
Patent Number:	5393020
Application Number:	11299418
Patent Number:	6875947
Patent Number:	5171967
Patent Number:	7053331
Application Number:	11399148
Patent Number:	6825434
Patent Number:	6750417
Patent Number:	7129437
Patent Number:	6933458
-	

#### **CORRESPONDENCE DATA**

Fax Number: (212)455-2502

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

Phone: (212) 455-7609

Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	080597/0013
NAME OF SUBMITTER:	Kirstie Howard

Total Attachments: 9

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# GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of May 15, 2007 is made by DONCASTERS LIMITED, DONCASTERS PRECISION CASTINGS-BOCHUM, PROGRESSIVE STAMPING COMPANY, INC., NELSON STUD WELDING, INC., AND NELSON BOLZENSCHWEIß TECHNIK GMBH & CO. KG, (the "Grantors"), in favor of THE ROYAL BANK OF SCOTLAND PLC, as Security Agent (in such capacity, the "Security Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to (i) the Senior Facilities Agreement, dated April 3, 2007 (as amended, extended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"), among DONCASTERS GROUP LIMITED (the "Parent"), certain of the Lenders and the Security Agent, (ii) the Mezzanine Facility Agreement, dated April 3, 2007 (as amended, extended, supplemented or otherwise modified from time to time, the "Mezzanine Facility Agreement), among the Parent, certain of the Lenders and the Security Agent and (iii) the PIK Facility Agreement, dated April 3, 2007 (as amended, extended, supplemented or otherwise modified from time to time, the "PIK Facility Agreement"), and together with the Senior Facilities Agreement and the Mezzanine Facility Agreement, the "Facilities Agreements") among the Parent, certain of the Lenders and the Security Agent.

#### WITNESSETH:

WHEREAS, pursuant to each of the Facilities Agreements, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Facilities Agreements, the Borrowers have executed and delivered a Security Agreement, dated as of May 5, 2007, in favor of the Security Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, the Borrowers are members of an affiliated group of companies that includes the Grantor;

WHEREAS, the proceeds of the extensions of credit under the Facilities Agreements will be used in part to enable the Borrowers to make valuable transfers to one or more of the Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrowers and the Grantor are engaged in related businesses, and the Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Facilities Agreements; and

WHEREAS, it is a condition to the obligations of the Finance Parties to make their respective extensions of credit to the Borrowers under the Facilities Agreements that the Grantors shall have executed and delivered the Security Agreement to the Security Agent;

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Security Agent for the benefit of the Security Agent and the other Finance Parties a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Finance Parties to make Loans and other financial accommodations to the Borrowers pursuant to the Facilities Agreements, the Grantors agree, for the benefit of the Security Agent and the other Finance Parties, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Facilities Agreements and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of a Declared Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Security Agent for the benefit of the Security Agent and the other Finance Parties to secure payment, performance and observance of the Obligations.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Facilities Agreements, the Intercreditor Deed and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

DONCASTERS LIMITED
By: Ua
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DONCASTERS PRECISION CASTINGS- BOCHUM
By:Name:
Title: PROGRESSIVE STAMPING COMPANY,
INC.
By:Name:
Title: NELSON STUD WELDING, INC.
NELSON STOD WELDERO, 200
By:
Title: NELSON BOLZENSCHWEIB TECHNIK
GMBH & CO. KG
By:
Title:

#### **DONCASTERS LIMITED**

By:
Name:
Title:
DONCASTERS PRECISION CASTINGS
BOCHUM
Ву:
Name: H. Gelbever
Name: H. Gelhever Director
DROCDECOME CTAMBLE COMBANA
PROGRESSIVE STAMPING COMPANY INC.
INC.
Ву:
Name:
Title:
NELSON STUD WELDING, INC.
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By:
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NELSON BOLZENSCHWEIß TECHNIK
GMBH & CO. KG
By:
Name:
Title:

#### DONCASTERS LIMITED

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By:Name:
Title:
1146,
DONCASTERS PRECISION CASTINGS- BOCHUM
Ву:
Name:
Title:
PROGRESSIVE STAMPING COMPANY,
INC.
By Child I D.
Name: Michael & Elia
Title Senior Vice President, Chief Financial Officer
and Succtory
NELSON STUD WELDING, INC.
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By: Mill Cl
Name: Michael R. Elia
Title Senior Vice President Chief Financial Officer
and Secretary
NELSON BOLZENSCHWEIß TECHNIK
GMBH & CO. KG
By:
Name:
Title:

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DONCASTERS LIMITED

Ву:
Name:
Title:
DONCASTERS PRECISION CASTINGS- BOCHUM
Ву:
Name:
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PROGRESSIVE STAMPING COMPANY, INC.
Ву:
Name:
Title:
NELSON STUD WELDING, INC.
Ву:
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NELSON BOLZENSCHWEIB TECHNIK
GMBH & CO. KG
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By: M. Caretelli
Name: KENNETH CHARTEL
Title:
MANAGING DIRECTOR, of
Nelson BoltonsicheaeiB-Technik
Verwaltungs GmbH.

**PATENT** 

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Accepted and Agreed to:

THE ROYAL BANK OF SCOTLAND PLC as Security Agent for the Finance Parties

Name:

Γitle:

PATENT

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#### **SCHEDULE A**

### U.S. Patents and Applications

Grantor	Patent or Application Number	<u>Title</u>	<u>Status</u>	Country
Doncasters Limited	6,250,340	Alloy pipes and methods of making same	Granted	United States
Doncasters Limited	6,923,900	Alloy pipes and methods of making same	Granted	United States
Doncasters Limited	10/533,850	High temperature alloys	Application	United States
Doncasters Limited	PCT/GB2004/004776	Moulding composition	Application	United States
Doncasters Limited	PCT/GB2004/004723	Alloy and cleaning process	Application	United States
Doncasters Precision Castings-Bochum	6,896,036	Method of making turbine blades having cooling channels	Granted	United States
Progressive Stamping Company, Inc.	6,799,929	Method of Attaching a Plate to A Rod and Assembly	Granted	United States
Progressive Stamping Company, Inc.	6,698,081	Method of Attaching a Plate to $\Lambda$ Rod	Granted	United States
Nelson Stud Welding, Inc.	6,339,320	Power transformer for a switched mode power supply	Granted	United States
Nelson Stud Welding, Inc.	5,618,491	Studs for boilers and other high temperature applicators	Granted	United States
Nelson Stud Welding, Inc.	5,030,815	Apparatus for controlling a welding tool	Granted	United States
Nelson Stud Welding, Inc.	5,252,802	Apparatus for welding a stud to a workpiece	Granted	United States
Nelson Stud Welding, Inc.	5,383,741	End welded stud and supporters for wireway hangers	Granted	United States
Nelson Stud Welding, Inc.	5,493,833	Welding stud and method of forming same	Granted	United States
Nelson Stud Welding, Inc.	5,662,820	Welding process for drawn arc stud welding	Granted	United States
Nelson Stud Welding, Inc.	6,011,234	Device for welding together at least two parts and method of using the device	Granted	United States
Nelson Stud Welding, Inc.	6,476,339	Stud welding gun	Granted	United States
Nelson Stud Welding, Inc.	6,596,959	Method of manufacturing a welding stud	Granted	United States
Nelson Stud Welding, Inc.	D454,578	Stud welding unit	Granted	United States
Nelson Stud Welding, Inc.	D455,448	Stud welding user interface	Granted	United States

## GRANT OF SECURITY INTEREST IN PATENT RIGHTS

**RECORDED: 05/30/2007** 

6,799,385	Abrasion resistant earth working surface	Granted	United States
5,393,020	Compact wireway arrangement for ships	Granted	United States
11/299,418	Paint groove stud	Application	United States
6,875,947	Method of manufacturing a welding stud	Granted	United States
5,171,967	Stud-welding circuit with a plurality of outputs	Granted	United States
7,053,331	Stud welding method and stud welding device	Granted	United States
11/399,148	Stud welding method and stud welding device	Application	United States
6,825,434	Method for welding a bolt onto a workpiece and a bolt-welding device	Granted	United States
6,750,417	Stud welding head	Granted	United States
7,129,437	Method for monitoring a welding process during the welding of studs and device	Granted	United States
6,933,458	Method for positioning a welding bolt and bolt welding head	Granted	United States
	5,393,020 11/299,418 6,875,947 5,171,967 7,053,331 11/399,148 6,825,434 6,750,417 7,129,437	working surface  5,393,020 Compact wireway arrangement for ships  11/299,418 Paint groove stud  6,875,947 Method of manufacturing a welding stud  5,171,967 Stud-welding circuit with a plurality of outputs  7,053,331 Stud welding method and stud welding device  11/399,148 Stud welding method and stud welding device  6,825,434 Method for welding a bolt onto a workpiece and a boltwelding device  6,750,417 Stud welding head  7,129,437 Method for monitoring a welding process during the welding of studs and device  6,933,458 Method for positioning a welding bolt and bolt	working surface  5,393,020 Compact wireway arrangement for ships  11/299,418 Paint groove stud Application  6,875,947 Method of manufacturing a welding stud  5,171,967 Stud-welding circuit with a plurality of outputs  7,053,331 Stud welding method and stud welding device  11/399,148 Stud welding method and stud welding device  6,825,434 Method for welding a bolt onto a workpiece and a boltwelding device  6,750,417 Stud welding head Granted  7,129,437 Method for monitoring a welding process during the welding of studs and device  6,933,458 Method for positioning a welding bolt and bolt  Granted  Granted