

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
Wescast Industries Inc.	04/20/2009
RECEIVING PARTY DATA	
Name:	The Toronto-Dominion Bank, as Agent for the Senior Lenders
Street Address:	77 King Street West, 18th Floor
City:	Toronto, ON
State/Country:	CANADA
Postal Code:	M5K 1A2
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6508981
Application Number:	11151681
Application Number:	11913596
Application Number:	12304325
Application Number:	60894266
Application Number:	61121936
PCT Number:	US0854826
CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Email:	rachel.dougnac@weil.com
Correspondent Name:	Rachel Dougnac
Address Line 1:	Weil, Gotshal & Manges LLP
Address Line 2:	767 Fifth Avenue
Address Line 4:	New York, NEW YORK 10153

CH \$280.00 6508981

ATTORNEY DOCKET NUMBER:	77798-0036 R. DOUGNAC
NAME OF SUBMITTER:	Rachel Dougnac
Total Attachments: 6 source=Wescast Industries Inc. Patent Security Agreement#page1.tif source=Wescast Industries Inc. Patent Security Agreement#page2.tif source=Wescast Industries Inc. Patent Security Agreement#page3.tif source=Wescast Industries Inc. Patent Security Agreement#page4.tif source=Wescast Industries Inc. Patent Security Agreement#page5.tif source=Wescast Industries Inc. Patent Security Agreement#page6.tif	

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of April 20, 2009, by Wescast Industries Inc. (the "Grantor"), in favor of The Toronto-Dominion Bank, as agent for the Senior Lenders (as defined in the Credit Agreement referred to below) (in such capacity, the "Agent").

Witnesseth:

WHEREAS, pursuant to the Credit Agreement, dated April 20, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Lenders party thereto and The Toronto-Dominion Bank, as agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to a Pledge and Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or continuations-in-part of the foregoing; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

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 Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are

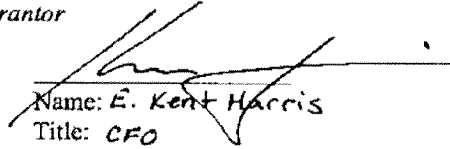
more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

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.

WESCAST INDUSTRIES INC.,
as Grantor

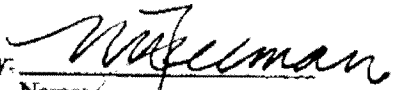
By:


Name: E. Kent Harris
Title: CFO

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

THE TORONTO-DOMINION BANK,
as Agent

By: 
Name: **Michael A. Freeman**
Title: **Vice President, Loan Syndications - Agency**

By: _____
Name:
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**Schedule I
to
Patent Security Agreement**

Patent Registrations

A. REGISTERED PATENTS OWNED BY WESCAST INDUSTRIES INC.

ITEM #	DESCRIPTION	REGISTRATION #	APPLICATION #	ISSUED
1.	Patent – High Temperature Oxidation Resistant Ductile Iron	US 6,508,981	US 09/865,060	Jan 21, 2003

B. PATENT APPLICATIONS MADE BY WESCAST INDUSTRIES INC.

ITEM #	DESCRIPTION	REGISTRATION #	APPLICATION #	FILE DATE
1.	Patent Application – Exhaust Components Including High Temperature Divider Plate Assembles	None	US 11/151,681	June 13, 2005
2.	Patent Application – Cast Iron With Improved High Temperature Properties	None	US 11/913,596	May 4, 2006
3.	Patent Application – Exhaust Manifolds Including Heat Shield Assemblies	None	US 12/304,325	June 13, 2007
4.	Patent Application – Ferritic High-Silicon Cast Irons	None	US 60/894,266	March 12, 2008
5.	Patent Application – Liquid Cooled Exhaust Valve Assembly	None	US 61/121,936	Dec 12, 2008

ITEM #	DESCRIPTION	REGISTRATION #	APPLICATION #	FILE DATE
6.	Patent Application – Ni-25 Heat-Resistant Nodular Graphite Cast Iron for Use in Exhaust Systems	None	PCT/US08/54826	Feb 25, 2008