

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Execution Date
Metaldyne Chassis Products, LLC	12/08/2009

RECEIVING PARTY DATA

Name:	Diversified Machine, Inc.
Street Address:	28059 Center Oaks Ct.
City:	Wixom
State/Country:	MICHIGAN
Postal Code:	48393

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	6676144
Patent Number:	7255357
Patent Number:	6173978
Patent Number:	6550797
Patent Number:	6450584
Patent Number:	6708589
Patent Number:	7296332
Patent Number:	6212981
Patent Number:	7509863
Patent Number:	7716833
Patent Number:	6634266
Application Number:	61208102
Application Number:	12749053

CORRESPONDENCE DATA

CH \$520.00 6676144

501196539

**PATENT
 REEL: 024492 FRAME: 0001**

Fax Number: (248)292-2910
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2482922920
Email: mbest@patentco.com
Correspondent Name: Dobrusin & Thennisch PC
Address Line 1: 29 W. Lawrence Street, Suite 210
Address Line 4: Pontiac, MICHIGAN 48342

ATTORNEY DOCKET NUMBER:	1364
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NAME OF SUBMITTER:	Daniel P. Aleksynas
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Total Attachments: 20
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TECHNOLOGY LICENSE AGREEMENT

THIS TECHNOLOGY LICENSE AGREEMENT (this "Agreement") is entered into as of December 8, 2009 ("Effective Date") by and among Metaldyne Chassis Products, LLC, a Delaware limited liability company ("Metaldyne Chassis U.S."), Metaldyne Mexico, S.A. de C.V., a Mexico corporation ("Metaldyne Mexico"), and any Person (defined below) joining to this Agreement hereafter by executing a Joinder (defined below) (together with Metaldyne Chassis U.S. and Metaldyne Mexico, each, a "Licensor," and collectively, "Licensors") and Metaldyne (Suzhou) Automotive Components Co., Ltd., a company organized under the laws of the People's Republic of China (the "PRC") ("Licensee"). Licensors and Licensee are collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, pursuant to that certain Purchase and Sale Agreement, dated as of December 8, 2009 (the "Purchase Agreement"), among Diversified Machine, Inc., MD Investors Corporation (parent entity of Licensee) and other parties, Sellers (as defined in the Purchase Agreement) agreed to sell to Buyers (as defined in the Purchase Agreement), and Buyers agreed to purchase from Sellers, certain assets and securities (including equity securities of Licensors); and

WHEREAS, Licensee desires to receive a license from each Licensor, and each Licensor desires to grant a license to Licensee, under the Licensed Technology in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

The following terms, when used herein with initial capital letters, shall have the respective meanings set forth in this Section 1. All terms used herein with initial capital letters but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

"Improvements" means any modifications or improvements to, substitutes for, and derivative works based upon, Licensed Technology made or developed after the Effective Date.

"Joinder" means a Joinder to this Agreement in the form set forth in Appendix A attached hereto.

"Licensed Patents" means the patents and patent applications set forth in Appendix B attached hereto, and all substitutions, reissues, divisionals, continuations, continuations-in-part, extensions, reexaminations, and renewals of any of the foregoing, and all foreign counterparts of any of the foregoing.

"Licensed Products" means products using, practicing or incorporating the Licensed Technology.

“Licensed Technology” means (i) all Licensed Patents, and (ii) all Copyrights owned by Licensors, each Copyright to the extent used by Licensee on or before the Effective Date.

“Subsidiary” with respect to any entity, means another entity more than 50% of the voting equity interest of which is owned by the first entity and expressly excluding joint ventures.

2. Grant of License

- (a) **Grant of License.** Subject to the terms and conditions of this Agreement, each Licensor hereby grants to Licensee a perpetual, non-exclusive, royalty-free, fully paid-up, non-transferable (except as set forth in Section 11(b)) and non-sublicensable (except as set forth in Section 2(b)) license under the Licensed Technology: (i) to manufacture and have manufactured Licensed Products in the PRC, and (ii) to use, research, design, develop, market, display, test, improve upon, distribute, provide, sell, have sold, offer to sell, import and export the Licensed Products anywhere in the world. For clarity, the license granted under Section 2(a)(ii) shall specifically exclude any rights to manufacture and have manufactured Licensed Products outside of the PRC.
- (b) **Sublicenses.** Licensee may sublicense the license granted under Section 2(a) to its contractors or subcontractors for the benefit of Licensee.
- (c) **Export Laws.** Notwithstanding any provision herein to the contrary, Licensee will use the Licensed Technology in a manner that is consistent with all applicable export laws, rules and regulations.
- (d) **No Other Licenses.** No different, other or further license, other than what is granted in this Section 2, is intended or granted by this Agreement, and this is not an assignment by Licensors of any right, title or interest in the Licensed Technology.

3. Term

- (a) **Term.** This Agreement shall become effective upon the Effective Date and shall continue in effect in perpetuity unless earlier terminated in accordance with this Section 3. The license with respect to the Licensed Patents under Section 2(a) will expire upon the expiration of the last-to-expire valid claim of the Licensed Patents.
- (b) **Termination by Licensor.** Licensors may terminate this Agreement with immediate effect upon written notice of termination given by Licensors to Licensee, if Licensee has failed to cure a material breach of any provision of this Agreement within thirty (30) days after the receipt of written notice from Licensors specifying such breach.
- (c) **Termination by Licensee.** Licensee may terminate this Agreement with immediate effect upon written notice of termination given by Licensee to

Licensors.

- (d) **Survival**. The provisions of Sections 1, 3(d), 4, 6, 7(b), 8, 10, and 11 shall survive the termination of this Agreement.

4. **Improvements**

Each Party may create, invent, discover, author, conceive or reduce to practice Improvements (the "**Inventing Party**"). All right, title and interest in and to all Improvements shall belong to the Inventing Party. No Party shall be obligated to make available, disclose or license to any of the other Parties any Improvements created, invented, discovered, authored, conceived or reduced to practice by such Party.

5. **Infringement**

During the term of this Agreement, in the event that Licensee becomes aware of any infringement of Licensed Technology by a third party, Licensee shall promptly give notice thereof to Licensors, and, at Licensors' expense and reasonable request, Licensee shall use commercially reasonable efforts to cooperate with Licensors in taking actions.

6. **Ownership**

Licensee acknowledges and agrees that Licensors are the sole and exclusive owners of the Licensed Technology.

7. **Representations and Warranties**

- (a) **Representations and Warranties**. Each Party represents and warrants that: (i) each Party has been duly organized, and is validly existing and in good standing under the Laws of the jurisdiction of its incorporation or formation; and (ii) this Agreement is legal, valid, binding and enforceable against it. Each Licensor warrants and represents that it has the authority to license the Licensed Technology in accordance with this Agreement. Licensee warrants that it has all company authority to enter into this Agreement and perform its obligations hereunder.
- (b) **DISCLAIMER**. EXCEPT AS SET FORTH IN SECTION 7(a), EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS AGREEMENT, AND EACH PARTY EXPRESSLY DISCLAIMS ALL PRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

8. **Indemnification**

Licensee shall indemnify, defend and hold harmless Licensors and Licensors' officers, directors, employees, agents, successors and assigns, from any and all losses, damages, fees,

expenses and costs (including, without limitation, reasonable attorneys' fees) incurred by them based upon or arising from any of the following: (i) any violation of Laws arising from the use of the Licensed Technology by Licensee, (ii) any product liability claims, product warranty claims, or product recalls arising from the sale or use by Licensee of Licensed Products manufactured after the Effective Date, or (iii) breach of any of the obligations, representations, warranties or covenants hereunder by Licensee.

9. Recordation

Licensee shall be responsible for submitting this Agreement to the PRC recordation authority for recordation and undertaking other procedures necessary for the proper implementation of this Agreement.

10. Additional Party; Joinder

Metaldyne Chassis U.S. and Metaldyne Mexico shall cause Newco to become a party to this Agreement by executing the Joinder effective on or prior to the Second Closing. Upon the execution of the Joinder by Newco, Newco shall for all purposes be a Licensor under this Agreement as if Newco were an original signatory to this Agreement.

11. Miscellaneous

- (a) **Notice.** Any notice required or permitted to be given under this Agreement must in writing and be sent by recognized overnight courier (such as Airborne or Federal Express), telecopy, or by certified or registered mail, postage prepaid, as follows:

To Licensors:

Metaldyne Chassis Products, LLC
28059 Center Oaks Court
Wixom, MI 48393
Attn: Christopher R. Connely, Esq.
Fax: (248) 277-4393

With a copy to:

Honigman Miller Schwartz and Cohn LLP
660 Woodward Avenue
2290 First National Building
Detroit, Michigan 48226
Attn: Todd Sable, Esq.
Fax: (313) 465-7549

To Licensee:

Metaldyne, LLC

47659 Halyard Drive
Plymouth, MI 48170
Fax: (734) 207-6500
Attention: Legal Department

With a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
777 South Figueroa Street, 38th Floor
Los Angeles, California 90017
Fax: (213) 680-8500
Attention: Damon R. Fisher
Tana M. Ryan

or, in each case, at such other address as may be specified in writing to the other Parties hereto. All such notices shall be deemed to have been received (i) if by personal delivery, on the day after such delivery, (ii) if by certified or registered mail, on the fifth business day after the mailing thereof, (iii) if by next day or overnight mail or delivery, on the day delivered, and (iv) if by telecopy or telegram, on the next day following the day on which such telecopy or telegram was sent, provided that a copy is also sent by certified or registered mail.

- (b) **Assignment.** This Agreement shall be binding and inure to the benefit of the Parties and their successors and permitted assigns. Licensee may not assign or transfer this Agreement to any other Person without the prior written consent of Metaldyne Chassis U.S., provided that Licensee may assign or transfer this Agreement, in whole or in part, without the consent of Metaldyne Chassis U.S. to: (i) MD Investors Corporation or one or more of its Subsidiaries, (ii) any Person in connection with the sale of all or substantially all of the assets or business of Licensee to which this Agreement relates, or (iii) any lenders as collateral security for use exclusively in connection with the sale of Licensed Products, provided that such Licensed Products are also held as collateral by such lender; in the case of each of clauses (i), (ii) and (iii), provided that Licensee gives written notice to Metaldyne Chassis U.S. promptly after the assignment or transfer and such permitted assignee or transferee (in the case of clauses (i) and (ii)) agrees in writing to be bound by the terms and conditions of this Agreement. Licensors may assign or transfer this Agreement to any Person to whom Licensors assign or transfer the Licensed Technology without the consent of Licensee, provided that such Person shall agree in writing to be bound by the terms and conditions of this Agreement relating to any such assigned or transferred Licensed Technology.
- (c) **Bankruptcy.** All licenses to Licensed Technology granted to Licensee under this Agreement are, and shall otherwise be deemed to be, for purposes of Paragraph 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Paragraph 101(35A) of the U.S. Bankruptcy Code. Each Party further acknowledges and agrees that if any Licensor: (i) becomes insolvent or generally fails to pay, or admits in writing its inability to pay, its

debts as they become due; (ii) applies for or consents to the appointment of a trustee, receiver or other custodian for it, or makes a general assignment for the benefit of its creditors; (iii) commences, or has commenced against it, any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings; or (iv) elects to reject, or a trustee on behalf of it elects to reject, this Agreement pursuant to Section 365 of the U.S. Bankruptcy Code or similar laws of other jurisdictions, or if this Agreement is deemed to be rejected pursuant to Section 365 of the U.S. Bankruptcy Code or similar laws of other jurisdictions for any reason, this Agreement shall be governed by Section 365(n) of the U.S. Bankruptcy Code and similar laws of other jurisdictions and Licensee may elect to fully exercise its rights under this Agreement in accordance with Section 365(n) of the U.S. Bankruptcy Code and similar laws of other jurisdictions.

- (d) **Severability**. The provisions of this Agreement will be deemed severable, and if any provision or part of this Agreement is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not in any way be affected or impaired but will remain binding in accordance with their terms.
- (e) **Entire Agreement**. This Agreement (including the Appendices hereto), when executed and delivered, constitute the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.
- (f) **Counterparts**. This Agreement may be executed in counterparts which together will be deemed an original of this Agreement. Executed signatures to this Agreement may be delivered by any standard electronic means and any such electronically delivered signatures shall be construed as manually executed signatures.
- (g) **Governing Law; Jurisdiction**. The laws of the State of New York, without regard to principles of conflicts of law, will govern this Agreement and its subject matter, construction and the determination of any rights, duties or remedies of the Parties arising out of or relating to this Agreement or its subject matter. Each of the Parties hereto (i) consents to submit itself to the personal jurisdiction of any Federal court located in the State of Michigan or of any state court located in the State of Michigan in the event any dispute arises out of this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (iii) agrees that it will not assert, by way of motion, as a defense, or otherwise, in any action, a claim relating to this Agreement in any court other than a Federal court located in the State of Michigan or a state court located in the State of Michigan.

- (h) **Waiver of Jury Trial.** Each Party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or other proceeding arising out of this Agreement. Each Party hereto (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such party would not, in the event of any suit, action or other proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other Parties hereto have been induced to enter into this Agreement, by, among other things, the mutual waiver and certifications in this Section 11(h).
- (i) **Construction.** The Parties acknowledge that they and their respective lawyers and counsel have negotiated and drafted this Agreement jointly and agree that the rule of construction that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation or construction of this Agreement.
- (j) **Order of Precedence.** This Agreement and the Purchase Agreement are intended to be interpreted complementary but independent of one another. In the event of any inconsistency, ambiguity or conflict between this Agreement and the Purchase Agreement, this Agreement shall control.
- (k) **Further Assurances.** At any time during the term of this Agreement and at all times thereafter, upon the reasonable request of any Party of any further administrative actions, documentation, assurances, cooperation or assistances that are necessary or desirable to carry out the intent and accomplish the purposes of this Agreement, each Party shall, at the requesting Party's expense, take such actions, execute and make all such documentation and assurances, cooperate with and assist the requesting Party, and do all things necessary or desirable to carry out the intent and accomplish the purposes of this Agreement. Notwithstanding the foregoing, no Party shall be obligated to provide consulting, engineering or advisory services to any other Party, provided, however, each Party shall negotiate in good faith upon request of any other Party for such services.

[SIGNATURE PAGE FOLLOWS]

**METALDYNE CHASSIS PRODUCTS,
LLC**

By: Shankar Kim

Name: SHANKAR KIRU

Title: CFO

METALDYNE MEXICO, S.A. de C.V.

By: Shankar Kim

Name: SHANKAR KIRU

Title: CFO

[Signature Page - Technology License Agreement]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

METALDYNE (SUZHOU) AUTOMOTIVE
COMPONENTS CO., LTD.

By: Terry Iwasaki

Name: Terry Iwasaki

Title: Legal Representative

Date: _____

[Signature Page - Technology License Agreement]

Appendix A

Technology License Agreement

Joinder

_____ (the "Joining Party") is executing this Joinder pursuant to the Technology License Agreement dated December 8, 2009 (as the same may be amended from time to time, the "Technology License Agreement"), by and among Metaldyne Chassis Products, LLC, Metaldyne Mexico, S.A. de C.V., any Person joining to the Technology License Agreement by executing a Joinder, and Metaldyne (Suzhou) Automotive Components Co., Ltd. All terms used herein with initial capital letters but not defined herein shall have the meanings ascribed to such terms in the Technology License Agreement.

By executing this Joinder to the Technology License Agreement, the Joining Party hereby agrees to become a Party to, to be bound by, and to comply with the provisions of the Technology License Agreement as a Licensor in the same manner as if the Joining Party were an original signatory to the Technology License Agreement.

Accordingly, the Joining Party has executed this Joinder as of _____.

Entity Name

By: _____

Name: _____

Title: _____

Appendix B

Licensed Technology

U.S. PATENTS AND PATENT APPLICATIONS

Title	Application. No./ Filing Date	Patent No./ Issue Date	Owner
Dyna-grind	61/208102		Metaldyne Chassis Products, LLC
Bushing C-Section joint for core removal	61/128357		Metaldyne Chassis Products, LLC
Zero roll suspension system	09/357684 7/20/1999	6173978 1/16/2001	Metaldyne Chassis Products, LLC
Apparatus and method for manufacturing knuckle and bearing assembly	11/982437 11/1/2007		Metaldyne Chassis Products, LLC
Method and apparatus for suspending a vehicular wheel assembly	10/152083 5/20/2002	6676144 1/13/2004	Metaldyne Chassis Products, LLC
Zero roll suspension system	09/811198 3/16/2001	6550797 4/22/2003	Metaldyne Chassis Products, LLC
Measuring and testing device incorporating an air gauge	11/716803 3/12/2007	7509863 3/31/2009	Metaldyne Chassis Products, LLC
Knuckle hub assembly and method for making same	11/998865 11/30/2007		Metaldyne Chassis Products, LLC
Knuckle hub assembly and method for making same	11/413076 4/27/2006		Metaldyne Chassis Products, LLC
Brake rotor assembly and method for making same	10/783942 2/20/2004	7296332 11/20/2007	Metaldyne Chassis Products, LLC
Wheel hub assembly fixture	10/016589 12/14/2001	6634266 10/21/2003	Metaldyne Chassis Products, LLC
Knuckle hub assembly and method for making same	09/899772 7/5/2001	6450584 9/17/2002	Metaldyne Chassis Products, LLC
Brake rotor assembly and method for making same	09/803785 3/12/2001	6708589 3/23/2004	Metaldyne Chassis Products, LLC
Knuckle hub assembly and method for making same	09/414113 10/8/1999	6485109 11/26/2002	Metaldyne Chassis Products, LLC
Knuckle hub fixture assembly and method of using	09/414114 10/8/1999	6212981 4/10/2001	Metaldyne Chassis Products, LLC

Title	Application. No./ Filing Date	Patent No./ Issue Date	Owner
Method and apparatus for suspending a vehicle	11/291083 11/30/2005	7255357 8/14/2007	Metaldyne Chassis Products, LLC
Method and apparatus for suspending a vehicle	11/788506 4/20/2007		Metaldyne Chassis Products, LLC
Knuckle and bearing assembly and process of manufacturing same	11/387604 3/23/2006		Metaldyne Chassis Products, LLC

FOREIGN PATENTS AND PATENT APPLICATIONS

Title	Country	Application. No./ Filing Date	Patent No./ Issue Date	Owner
Knuckle hub assembly and method for making same	Australia	2000016284 11/18/1999	777982 11/11/2004	Metaldyne Chassis Products, LLC
Knuckle hub fixture assembly and method of using	Australia	2000017343 11/18/1999	780189 3/3/2005	Metaldyne Chassis Products, LLC
Method and apparatus for suspending a vehicular wheel assembly	China	2002809104 5/21/2002	1505571 4/30/2008	Metaldyne Chassis Products, LLC
Method and apparatus for suspending a vehicular wheel assembly	China	200480000430 5/25/2004		Metaldyne Chassis Products, LLC
Zero roll suspension system	China	1999812432 9/9/1999	1241762 2/15/2006	Metaldyne Chassis Products, LLC
Knuckle and bearing assembly and process of manufacturing same	China	680017561.6		Metaldyne Chassis Products, LLC

Title	Country	Application. No./ Filing Date	Patent No./ Issue Date	Owner
Method and apparatus for suspending a vehicular wheel assembly	European Patent Austria Belgium Switzerland Cyprus Germany Denmark Spain Finland France Great Britain Greece Ireland Italy Luxembourg Monaco Netherlands Portugal Sweden Turkey	02737099 5/21/2002	1404535 7/15/2009	Metaldyne Chassis Products, LLC
Method and apparatus for suspending a vehicular wheel assembly	European Patent	04753373 5/25/2004		Metaldyne Chassis Products, LLC
Brake rotor assembly and method for making same	European Patent France Germany Great Britain Italy Spain Sweden Turkey	02796367 3/12/2002	1420914 6/21/2006	Metaldyne Chassis Products, LLC
Knuckle hub assembly and method for making same	Germany	19983909 11/18/1999		Metaldyne Chassis Products, LLC

Title	Country	Application. No./ Filing Date	Patent No./ Issue Date	Owner
Knuckle hub fixture assembly and method of using	Germany	19983910 11/18/1999		Metaldyne Chassis Products, LLC
Knuckle hub fixture assembly and method of using	Great Britain	200116426 11/18/1999	2363101 12/31/2002	Metaldyne Chassis Products, LLC
Knuckle hub fixture assembly and method of using	Great Britain	200116430 11/18/1999	2373201 4/23/2003	Metaldyne Chassis Products, LLC
Method and apparatus for suspending a vehicular wheel assembly	Hong Kong	04108047.2 10/18/2004	1065288 4/24/2009	Metaldyne Chassis Products, LLC
Method and apparatus for suspending a vehicular wheel assembly	Japan	2002591282 5/21/2002		Metaldyne Chassis Products, LLC
Brake rotor assembly and method for making same	Japan	2003522859 3/12/2002		Metaldyne Chassis Products, LLC
Zero roll suspension system	Mexico	PA/a/2001/02848 3/19/2001		Metaldyne Chassis Products, LLC
Knuckle hub fixture assembly and method of using	Mexico	PA/a/01/012197 11/27/2001		Metaldyne Chassis Products, LLC
Brake rotor assembly and method for making same	Mexico	PA/a/03/008271 9/12/2003		Metaldyne Chassis Products, LLC
Knuckle hub assembly and method for making same	Mexico	PA/a/01/012198 11/27/2001	262797	Metaldyne Chassis Products, LLC
Knuckle hub assembly and method for making same	South Korea	2001-7009181	654666	Metaldyne Chassis Products, LLC
Knuckle hub fixture assembly and method of using	South Korea	2001-7009182	654670	Metaldyne Chassis Products, LLC
Brake rotor assembly and method for making same	South Korea	2003-7011963		Metaldyne Chassis Products, LLC

AMENDMENT TO TECHNOLOGY LICENSE AGREEMENT

THIS AMENDMENT TO TECHNOLOGY LICENSE AGREEMENT (this "Amendment") is entered into as of December 8, 2009 by and between METALDYNE, LLC, a Delaware limited liability company ("Licensor") and METALDYNE (SUZHOU) AUTOMOTIVE COMPONENTS CO., LTD., a company organized under the laws of the People's Republic of China ("Licensee"). Licensor and Licensee are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, pursuant to that certain Technology License Agreement, dated November 18, 2005, between Metaldyne Company LLC and Licensee (the "Technology License Agreement"), Metaldyne Company LLC granted to Licensee a license to the Licensed Technology (as defined in the Technology License Agreement);

WHEREAS, pursuant to that certain Purchase Agreement, dated August 7, 2009, between MD Investors Corporation (a parent entity of Licensor) and Metaldyne Corporation (a parent entity of Metaldyne Company LLC), Metaldyne Company LLC assigned the Technology License Agreement to Licensor;

WHEREAS, pursuant to that certain Purchase and Sale Agreement, dated December 8, 2009, among Diversified Machine, Inc., MD Investors Corporation and other parties (the "Purchase and Sale Agreement"), Sellers (as defined in the Sale and Purchase Agreement) agreed to sell to Buyers (as defined in the Purchase and Purchase Agreement), and Buyers agreed to purchase from Sellers, certain assets and securities; and

WHEREAS, Licensor and Licensee desire to amend certain provisions of the Technology License Agreement to reflect the transaction contemplated by the Purchase and Sale Agreement.

NOW THEREFORE, in consideration of the mutual agreements and covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have their respective meanings set forth in the Technology License Agreement.
2. Appendix A of the Technology License Agreement.
 - (a) First Sentence. The first sentence of Appendix A of the Technology License Agreement is hereby deleted in its entirety and replaced with the following:

The "Licensed Technology" consists of the following subsets of technology as more fully described in this Appendix A: (1) Powder Metal Technology; (2) Vibration Control Technology; and (3) Aluminum Die Casting Technology.
 - (b) Section 2. Section 2 of Appendix A of the Technology License Agreement, entitled "2. Chassis Technology" is hereby deleted in its entirety and replaced with the following: "Intentionally omitted."

3. Appendix B of the Technology License Agreement.

- (a) First Paragraph of Section I. The first Paragraph of Section I of Appendix B of the Technology License Agreement is hereby deleted in its entirety and replaced with the following:

The "Licensed Products" consists of the following subsets of products as more fully described in this Appendix B: (1) Powder Metal Products; (2) Vibration Control Products; and (3) Aluminum Die Casting Products.

- (b) Section I.2. Section I.2 of Appendix A of the Technology License Agreement is hereby deleted in its entirety and replaced with the following: "Intentionally omitted."

- (c) First Paragraph of Section II. The second sentence of the first paragraph of Section II of Appendix B of the Technology License Agreement is hereby deleted in its entirety and replaced with the following:

This means the royalty rate for each Licensed Product sold is determined by the type of product (e.g., Powder Metal Products, Vibration Control Products or Aluminum Die Casting Products) and the year in which the Licensed Product is sold (as measured from the start of production date associated with the relevant program).

- (d) Section II.B. Section II.B of Appendix B of the Technology License Agreement, entitled "B. Chassis Products," is hereby deleted in its entirety and replaced with the following: "Intentionally omitted."

4. Appendix C of the Technology License Agreement. Section B of Appendix C of the Technology License Agreement, entitled "B. Chassis Products," is hereby deleted in its entirety and replaced with the following: "Intentionally omitted."

5. Counterparts. This Amendment may be executed in counterparts which together will be deemed an original of this Agreement. Executed signatures to this Amendment may be delivered by any standard electronic means and any such electronically delivered signatures shall be construed as manually executed signatures.

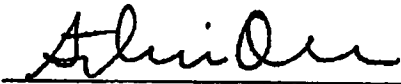
6. Full Force and Effect. Except as specifically amended herein, the Parties hereby agree and acknowledge that all of the terms and provisions set forth in the Technology License Agreement remain in full force and effect in all respects. Any reference to "this Agreement" in the Technology License Agreement shall hereafter be deemed to refer to the Technology License Agreement as amended by this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first written above.

LICENSOR:

METALDYNE, LLC

By: 

Name: Stephanie O'Connor

Title: Secretary

[Signature Page - Amendment to Technology License Agreement]

LICENSEE:

**METALDYNE (SUZHOU) AUTOMOTIVE
COMPONENTS CO., LTD.**

By: *Terry Iwasaki*

Name: Terry Iwasaki

Title: Legal Representative

[Signature Page - Amendment to Technology License Agreement]