

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Brillion Iron Works, Inc.	07/29/2010
RECEIVING PARTY DATA	
Name:	Deutsche Bank Trust Company Americas, as Notes Priority Collateral Agent
Street Address:	60 Wall Street
Internal Address:	MS NYC60-271 0
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12387935
CORRESPONDENCE DATA	
Fax Number:	(917)777-4104
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-735-3000
Email:	kellie.weilbrenner@skadden.com
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1:	Four Times Square
Address Line 2:	Attn: Alvaro Arce, Esq.
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	217730/2297
NAME OF SUBMITTER:	Alvaro Arce
Total Attachments: 4 source=Brillion Iron Works#page1.tif source=Brillion Iron Works#page2.tif	

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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 July 29, 2010, is made by the grantor listed on the signature page hereof (the “Grantor”) in favor of Deutsche Bank Trust Company Americas (“DBTCA”), as Notes Priority Collateral Agent (the “Notes Priority Collateral Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Accuride Corporation, a Delaware corporation, has entered into the Indenture dated as of July 29, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), with each Guarantor (as defined in the Indenture), Wilmington Trust FSB, as trustee, and DBTCA, as notes priority collateral agent, paying agent, registrar and transfer agent.

WHEREAS, as a condition precedent to the issuance of the Notes under the Indenture, the Grantor has executed and delivered that certain Security Agreement dated as of July 29, 2010 made by the Grantor and the other grantors in favor of the Notes Priority Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”). Terms defined in the Indenture or the Security Agreement and not otherwise defined herein are used herein as therein defined.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Notes Priority Collateral 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 Notes Priority Collateral 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, international, and foreign 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 Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit B to the Security Agreement (an “IP Security Agreement Supplement”), executed and delivered by the Grantor to the Notes Priority Collateral 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 Notes Priority Collateral Agent from time to time) and all goodwill associated therewith (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 Note 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 IP Security 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 Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Notes Priority Collateral Agent with respect to the Collateral are more fully set forth in the Security 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 IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BRILLION IRON WORKS, INC.,
as a Grantor

By 
Name: Stephen A. Martin
Title: Secretary

SCHEDULE A
TO THE INTELLECTUAL
PROPERTY SECURITY AGREEMENT

Brillion Iron Works, Inc.
U.S. Patents

Title	Patent No./ App. No.	Patent Date/ App. Date	Owner	Status
Agricultural Implements with Hinged and Floating Wings	12/387,935	5/8/2009	Brillion Iron Works, Inc.	Pending

Brillion Iron Works, Inc.
U.S. Trademarks

Trademark	Reg. No./ App. No.	Reg. Date/ App. Date	Owner	Status
Land Commander III	3,633,545	6/9/2009	Brillion Iron Works, Inc.	Registered
Landcommander	1,824,090	3/1/1994	Brillion Iron Works, Inc.	Registered
Optimizer	2,413,168	12/12/2000	Brillion Iron Works, Inc.	Registered
Zone Commander	2,687,855	2/18/2003	Brillion Iron Works, Inc.	Registered
Till 'N Seed	85/060,849	6/11/2010	Brillion Iron Works, Inc.	Pending