

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement - Metaldyne BSM Patents

CONVEYING PARTY DATA

Name	Execution Date
Metaldyne BSM, LLC	05/18/2011

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5918573
Patent Number:	6170453
Patent Number:	7086366
Patent Number:	6682437
Patent Number:	7748288
Application Number:	11895002
Application Number:	12113592
Application Number:	12913248
Application Number:	61444052

CORRESPONDENCE DATA

Fax Number: (212)354-8113

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

Phone: 2128198200

Email: fcutajar@whitecase.com

Correspondent Name: White & Case LLP

Address Line 1: 1155 Avenue of the Americas

501548798

PATENT
REEL: 026361 FRAME: 0847

OP \$360.00 5918573

Address Line 2:	Patents & Trademarks
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2057
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NAME OF SUBMITTER:	Frances B. Cutajar
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Total Attachments: 4 source=MetaldyneBSMPatentsGrant#page1.tif source=MetaldyneBSMPatentsGrant#page2.tif source=MetaldyneBSMPatentsGrant#page3.tif source=MetaldyneBSMPatentsGrant#page4.tif
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PATENTS SECURITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Metaldyne BSM, LLC, a Delaware limited liability company (the "Grantor"), with principal offices at 47659 Halyard Drive, Plymouth, MI 48170, hereby grants to Deutsche Bank Trust Company Americas, as collateral agent for the Secured Creditors (as such term is defined in the Security Agreement referred to below), with principal offices at 60 Wall Street, New York, NY 10005, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the United States patents and patent applications (the "Patents") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Patents, and (iii) all causes of action for past, present, or future infringement of any of the Patents or unfair competition regarding the same (collectively, this "Grant").

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, certain other parties from time to time party thereto and the Grantee, dated as of May 18, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


Upon full performance of all Obligations (as such term is defined in the Security Agreement) and the termination of the Security Agreement in accordance with the terms of Section 6.14 therein, the security interest granted pursuant to this Grant shall be automatically released and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

This Grant may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Grant by signing and delivering one or more counterparts.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 18 day of May, 2011.

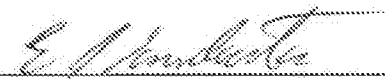
METALDYNE BSM, LLC, Grantor


By 
Name: Mark Blaufuss
Title: Chief Financial Officer

[Signature Page to Metaldyne BSM Patents Grant]

PATENT
REEL: 026361 FRAME: 0850

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By 
Name: Enrique Landaeta
Title: Vice President

By 
Name: Erin Morrissey
Title: Director

[Signature Page to Metaldyne BSM Patents Grant]

Schedule A to Patents Security Agreement

Title	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No. Issue Date	Status	Owner
ENERGY EFFICIENT FLUID PUMP	09/069807 4/30/1998		5918573 7/6/1999	Granted	Metaldyne BSM, LLC
OIL/AIR SCAVENGING SYSTEM FOR BALANCE SHAFT HOUSINGS	09/343396 6/30/1999		6170453 1/9/2001	Granted	Metaldyne BSM, LLC
ENERGY EFFICIENT FLUID PUMP	09/489525 1/21/2000		7086366 8/8/2006	Granted	Metaldyne BSM, LLC
STATIC UNBALANCE- TYPE BALANCE SHAFTS WITH AXIS ALIGNMENT PRESERVATION	10/047487 1/14/2002	20030013534 1/16/2003	6682437 1/27/2004	Granted	Metaldyne BSM, LLC
GEAR-DRIVEN BALANCE SHAFT APPARATUS WITH BACKLASH CONTROL	11/475330 6/27/2006	20070012130 1/18/2007	7748288 7/6/2010	Granted	Metaldyne BSM, LLC
DEBRIS FLUSH SYSTEM FOR BALANCE SHAFT BEARINGS	11/895002 8/22/2007	20080053753 3/6/2008		Pending	Metaldyne BSM, LLC
CAVITATION- DETECTING ENERGY- EFFICIENT FLUID PUMP SYSTEM AND METHOD OF OPERATION	12/113592 5/1/2008	20080273992 11/6/2008		Pending	Metaldyne BSM, LLC
METHOD AND APPARATUS FOR SECURING A BALANCER SHAFT MODULE	12/913248 10/27/2010	20110094469 4/28/2011		Pending	Metaldyne BSM, LLC
[Not published]	61/444052 2/17/2011			Pending	Metaldyne BSM, LLC