

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
Metaldyne BSM, LLC	12/18/2012
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Collateral Agent
Street Address:	901 Main Street
Internal Address:	14th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	5918573
Patent Number:	6170453
Patent Number:	7086366
Patent Number:	6682437
Patent Number:	7748288
Application Number:	11895002
Application Number:	12913248
CORRESPONDENCE DATA	
Fax Number:	2128594000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-859-8000
Email:	teas@ffhsj.com,jason.greenberg@friedfrank.com
Correspondent Name:	Jason Greenberg
Address Line 1:	One New York Plaza
Address Line 2:	Fried Frank LLP

CH \$280.00 5918573

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	33748-24 GREENBERG
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NAME OF SUBMITTER:	Jason Greenberg
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Total Attachments: 4

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Grant of Security Interest
in United States Patents and Trademarks

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, METALDYNE BSM, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 307 South Tillotson, Fremont, IN 46737, hereby grants to Bank of America, N.A., as Collateral Agent, (the "Grantee"), with offices at 901 Main Street, 14th Floor, Mail Code TX1-492-14-06, Dallas, TX 75202, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto; and
- (iii) all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Patent, Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of December 18, 2012, as amended, modified 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 without prejudice to, and are in addition to those 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 Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
14th day of December, 2012.

METALDYNE BSM, LLC, as Grantor

By: [Signature]

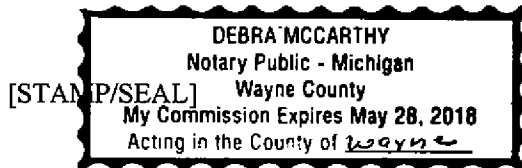
Name: Thomas A. Amato

Title: President and Chief Executive Officer

STATE OF Michigan

City OF Plymouth

The foregoing instrument was acknowledged before me this 14th day of December,
2012 by Thomas A. Amato as President & CEO of Metaldyne BSM, LLC, a
Delaware limited liability company, on behalf of Metaldyne BSM, LLC.



[Signature]
Notary Public

My Commission Expires:

5/28/2018

BANK OF AMERICA, N.A., as Collateral Agent,
as Grantee

By: Maurice Washington
Name: **Maurice Washington**
Title: **Vice President**

Schedule A

Patents and Patent Applications

Title	Country	Applic. No./ Filing Date	Patent No. Issue Date	Record Owner
ENERGY EFFICIENT FLUID PUMP	US	09/069807 4/30/1998	5918573 7/6/1999	Metaldyne BSM, LLC
OIL/AIR SCAVENGING SYSTEM FOR BALANCE SHAFT HOUSINGS	US	09/343396 6/30/1999	6170453 1/9/2001	Metaldyne BSM, LLC
IMPROVED ENERGY EFFICIENT FLUID PUMP	US	09/489525 1/21/2000	7086366 8/8/2006	Metaldyne BSM, LLC
STATIC UNBALANCE-TYPE BALANCE SHAFTS WITH AXIS ALIGNMENT PRESERVATION	US	10/047487 1/14/2002	6682437 1/27/2004	Metaldyne BSM, LLC
GEAR-DRIVEN BALANCE SHAFT APPARATUS WITH BACKLASH CONTROL	US	11/475330 6/27/2006	7748288 7/6/2010	Metaldyne BSM, LLC
DEBRIS FLUSH SYSTEM FOR BALANCE SHAFT BEARINGS	US	11/895002 8/22/2007		Metaldyne BSM, LLC
METHOD AND APPARATUS FOR SECURING A BALANCER SHAFT MODULE	US	12/913248 10/27/2010		Metaldyne BSM, LLC

Trademark Registrations and Applications for Trademark Registrations

None

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