

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second-Lien Notice and Confirmation of Grant of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
Nelson Stud Welding, Inc.	04/09/2013
RECEIVING PARTY DATA	
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
Internal Address:	23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	5321226
Patent Number:	8410399
Patent Number:	6011234
Patent Number:	5383741
Patent Number:	6875947
Patent Number:	6596959
Patent Number:	7282662
Patent Number:	7511245
Patent Number:	D454578
Patent Number:	D455448
Patent Number:	5618491
Patent Number:	5171967
Patent Number:	5662820
Application Number:	13010091

OP \$640.00 5321226

Application Number:	12537481
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Application Number:	12640851
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CORRESPONDENCE DATA

Fax Number: 2123548113

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

Phone: 212-819-2000

Email: iprecordations@whitecase.com

Correspondent Name: James Maewsky/White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patent and Trademarks Department

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111002-0166
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NAME OF SUBMITTER:	James Maewsky
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Signature:	/jm/
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Date:	04/12/2013
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This document serves as an Oath/Declaration (37 CFR 1.63).
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Total Attachments: 5

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**SECOND-LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS**

SECOND-LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of April 9, 2013, made by Nelson Stud Welding, Inc., a Delaware corporation (the "Grantor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (the "Agent") for the Lenders that are parties to the Second-Lien Credit Agreement, dated as of April 9, 2013, by and among DONCASTERS GROUP LIMITED, a company incorporated in England and Wales under number 05651556 ("Parent"), DONCASTERS US FINANCE LLC, a Delaware limited-liability company ("US Finance"), DONCASTERS US LLC, a Delaware limited-liability company ("US LLC"), and together with US Finance, the "Borrowers"), the Lenders and the Agent (as amended, supplemented or otherwise modified from time to time, the "Second-Lien Credit Agreement").

WHEREAS, pursuant to the Second-Lien Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Second-Lien Credit Agreement, the Grantor, the Borrowers and the other parties thereto have executed and delivered a Second-Lien Security Agreement, dated as of April 9, 2013, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second-Lien Security Agreement"); and

WHEREAS, pursuant to the Second-Lien Security Agreement, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including its Patents set forth on Schedule I; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second-Lien Credit Agreement and the Second-Lien Security Agreement.

2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject

only to Liens permitted under the Second-Lien Credit Agreement) and to all Patents now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second-Lien Security Agreement. The Second-Lien Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents are more fully set forth in the Second-Lien Credit Agreement and the Second-Lien Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

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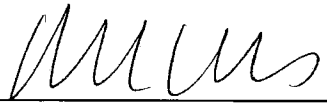
IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NELSON STUD WELDING, INC.
each as a Grantor,

By:


Name: Charles R. Rountree
Title: Secretary

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Robert Hetu
Title: Managing Director

By: 
Name: Sanja Gazahi
Title: Associate

[Signature Page to Doncasters - Second-Lien Notice and Confirmation of Grant of Security Interest in Patents]

SCHEDULE I

PATENTS AND PATENT APPLICATIONS

Title	Application Number	Patent No. or Publication No.	Owner
APPARATUS FOR WELDING A STUD TO A WORKPIECE	19930134745	5321226	NELSON STUD WELDING, INC.
CAPACITOR CHARGE AND DISCHARGE CIRCUIT FOR FASTENER WELDING	12641124	8410399	NELSON STUD WELDING, INC.
DEVICE FOR WELDING TOGETHER AT LEAST TWO PARTS AND METHOD OF USING THE DEVICE	19970793086	6011234	NELSON STUD WELDING, INC.
END WELDED STUD AND SUPPORTS FOR WIREWAY HANGERS	19930109634	5383741	NELSON STUD WELDING, INC.
METHOD OF MANUFACTURING A WELDING STUD	20030452105	6875947	NELSON STUD WELDING, INC.
METHOD OF MANUFACTURING A WELDING STUD	20010813726	6596959	NELSON STUD WELDING, INC.
ONE-PIECE ELBOW HYDRAULIC FITTING DESIGNED FOR ELECTRIC ARC STUD WELDING	20110010091	20110120205	NELSON STUD WELDING, INC.
PAINT GROOVE STUD	20050299418	7282662	NELSON STUD WELDING, INC.
SEALED AND PRESSURIZED GUN FOR UNDERWATER WELDING	20090537481	20100065532	NELSON STUD WELDING, INC.
STUD WELDING APPARATUS WITH COMPOSITE CABLE	20050224513	7511245	NELSON STUD WELDING, INC.
STUD WELDING UNIT	20010137241F	D454578	NELSON STUD WELDING, INC.
STUD WELDING USER INTERFACE	20010137240F	D455448	NELSON STUD WELDING, INC.
STUDS FOR BOILERS AND OTHER HIGH TEMPERATURE APPLICATIONS	19960605372	5618491	NELSON STUD WELDING, INC.
STUD-WELDING CIRCUIT WITH A PLURALITY OF OUTPUTS	19910671865	5171967	NELSON STUD WELDING, INC.
TURBINE WHEEL AND SHAFT JOINING PROCESSES	20090640851	20100154214	NELSON STUD WELDING, INC.
WELDING PROCESS FOR DRAWN ARC STUD WELDING	19960614300	5662820	NELSON STUD WELDING, INC.

PATENT

RECORDED: 04/12/2013

REEL: 030205 FRAME: 0755