

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2599822

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
NEENAH FOUNDRY COMPANY	10/23/2013
RECEIVING PARTY DATA	
Name:	GENERAL ELECTRIC CAPITAL CORPORATION
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D687971
Patent Number:	D687970
Patent Number:	D682445
Patent Number:	D682444
CORRESPONDENCE DATA	
Fax Number:	(404)443-5697
Phone:	404-443-5747
Email:	LALLEN@MCGUIREWOODS.COM
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	MIKE PARISI, ESQ.
Address Line 1:	MCGUIREWOODS LLP
Address Line 2:	1230 PEACHTREE ST., NE., STE 2100
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	2060238-0084 NEENAH
NAME OF SUBMITTER:	LATOSHA ALLEN

OP \$160.00 D687971

Signature:	/LATOSHA ALLEN/
Date:	11/01/2013
Total Attachments: 6 source=Patent Security Agree 10-23-13 Term#page1.tif source=Patent Security Agree 10-23-13 Term#page2.tif source=Patent Security Agree 10-23-13 Term#page3.tif source=Patent Security Agree 10-23-13 Term#page4.tif source=Patent Security Agree 10-23-13 Term#page5.tif source=Patent Security Agree 10-23-13 Term#page6.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October ²² 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Term Loan Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Term Loan Agreement, dated as of April 26, 2013 (as the same may be amended, refinanced, replaced, restated, supplemented and/or modified from time to time, the "Term Loan Agreement"), by and among NEENAH FOUNDRY COMPANY, as the Borrower Representative and a Borrower, the other Borrowers and Credit Parties from time to time party thereto, the Lenders and GE Capital, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Term Loan Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Term Loan Agreement) of each Credit Party (other than such Grantor); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Term Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 7. Intercreditor Agreement. This Patent Security Agreement is subject to the provisions of the Intercreditor Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEENAH FOUNDRY COMPANY
as Grantor

By: 
Name: Robert M. Spence
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title: Duly Authorized Signatory

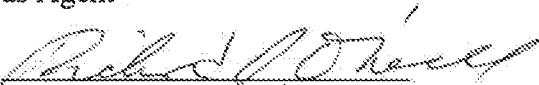
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEENAH FOUNDRY COMPANY
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Richard J. O'Neill
Title: Duly Authorized Signatory

PATENT SECURITY AGREEMENT
SIGNATURE PAGE

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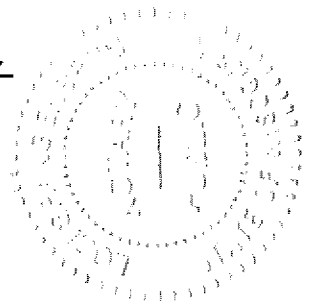
PATENT
REEL: 031532 FRAME: 0704

ACKNOWLEDGMENT OF GRANTOR

State of Wisconsin)
) ss.
County of Winnebago)

On this 23rd day of October, 2013 before me personally appeared Robert M. Spence, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Neenah Foundry Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Lori Spangenberg
Notary Public



ACKNOWLEDGMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT
SIGNATURE PAGE

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

<u>Owner</u>	<u>Title</u>	<u>Patent/ Application Number</u>	<u>Issue/ Filing Date</u>	<u>Country</u>
Neenah Foundry Company	Integrated frame and curb box	D687971	8/13/2013	U.S.
Neenah Foundry Company	Integrated frame and curb box	D687970	8/13/2013	U.S.
Neenah Foundry Company	Frame and curb box	D682445	5/14/2013	U.S.
Neenah Foundry Company	Frame and curb box	D682444	5/14/2013	U.S.