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To the Honorable Commissioner of Patents and Trademarks

Attached original documents or copy thereof.

1. Name of conveying party(ies):

American Axle & Manufacturing, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Supplement
- Merger
- Change of Name

Execution Date: 02/21/2003

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, as Collateral Agent

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NY
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

Please see attached

B. Trademark Registration No.(s)

Please see attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 Fifteenth Street, NW

Suite 920

City: Washington State: DC ZIP: 20005

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Scott Robinson

Name of Person Signing

[Signature]

Signature

2/21/03

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

02/22/2003 6T0N11 00000022 2534383

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40.00 DP

AMERICAN AXLE & MANUFACTURING, INC. JANUARY 13, 2003
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT
SCHEDULE 1

TRADEMARKS

<u>Owner/Applicant</u>	<u>U.S. Trademark Registration No.</u>	<u>U.S. Trademark Application No.</u>	<u>Description</u>
American Axle & Manufacturing, Inc.	2,534,383	—	"Powerlite"

SUPPLEMENT dated as of February 21, 2003, to the Intellectual Property Security Agreement dated as of October 27, 1997 (the "*Intellectual Property Security Agreement*"), made by AMERICAN AXLE & MANUFACTURING, INC., a Delaware corporation (the "*Borrower*" and, together with any U.S. Subsidiary becoming a party thereto pursuant to Section 5.11 of the Credit Agreement referred to below, the "*Grantors*") in favor of JPMORGAN CHASE BANK (formerly known as THE CHASE MANHATTAN BANK), a New York banking corporation, as collateral agent (in such capacity the "*Collateral Agent*") for the Secured Parties (as such term is defined below).

A. Reference is made to the Credit Agreement, dated as of October 27, 1997 (as the same may be amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among American Axle & Manufacturing Holdings, Inc. ("*AAMH*"), as successor in interest to American Axle & Manufacturing of Michigan, Inc., a Michigan Corporation, the Borrower, the Lenders, the Fronting Bank, the Administrative Agent and the Collateral Agent (the Lenders, the Fronting Bank, the Administrative Agent and the Collateral Agent, collectively, the "*Secured Parties*").

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Intellectual Property Security Agreement and the Credit Agreement.

C. Section 4.01(e) of the Intellectual Property Security Agreement requires the Grantors to notify the Collateral Agent of all Collateral of any Grantor that has not been previously identified to the Collateral Agent. The Grantors have identified additional Collateral as set forth on the Schedules hereto. The undersigned Grantors are executing this Supplement in accordance with the requirements of the Intellectual Property Security Agreement in order to facilitate a supplemental filing to be made by the Collateral Agent with the Patent and Trademark office.

Accordingly, the Collateral Agent and each of the Grantors agree as follows:

SECTION 1. Schedule I of the Intellectual Property Security Agreement is hereby supplemented by the information set forth in Schedule 1 hereto.

SECTION 2. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of each of the Grantors and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 3. Each of the Grantors hereby represents and warrants that the information set forth on Schedule 1 attached hereto is true and correct.

SECTION 4. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. The Grantors agree to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

AMERICAN AXLE & MANUFACTURING,
INC.,

by

Robert A. Krause

Name: ROBERT A. KRAUSE

Title: V. P. & TREASURER

MSP INDUSTRIES CORPORATION,

by

Robert A. Krause

Name: ROBERT A. KRAUSE

Title: TREASURER

THE CHASE MANHATTAN BANK,
as Collateral Agent,

by



Name:

Title:

**RICHARD W. DUKER
VICE PRESIDENT**

AMERICAN AXLE & MANUFACTURING, INC. JANUARY 13, 2003
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT
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