

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automotive Casting Technology, Inc.		11/09/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association, as US Agent		
Street Address:	1133 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78590511	PERFORMANCE IN MOTION	
Serial Number:	75898252	MORBID FASCINATION	
Serial Number:	78598229	OPTIMAL DESIGN INITIATIVE	
CORRESPONDENCE DATA			
Fax Number:	(917)368-7136		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-905-3662		
Email:	mfarinas@oshr.com		
Correspondent Name:	Mercedes Farinas		
Address Line 1:	230 Park Avenue		
Address Line 2:	Otterbourg, Steindler, Houston, & Rosen		
Address Line 4:	New York, NEW YORK 10169		
NAME OF SUBMITTER:	Mercedes Farinas		
Signature:	/Mercedes Farinas/		

OP \$90.00 78590511

Date:

11/16/2007

Total Attachments: 17

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated November 9, 2007, is by and between AUTOMOTIVE CASTING TECHNOLOGY, INC. ("Debtor"), with its chief executive office at 36555 Corporate Drive, Farmington Hills, Michigan 48331, and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of certain parties from time to time thereto as lenders (in such capacity, "US Agent"), having an office at 1133 Avenue of the Americas, New York, New York 10036.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor has entered into or is about to enter into financing arrangements with US Agent, certain parties to the Loan Agreement as lenders ("US Lenders"), certain parties thereto as lenders ("US Lenders"), Landsbanki Commercial Finance, a division of Landsbanki Islands, h.f., London Branch, in its capacity as agent for certain parties thereto as lenders (in such capacity "European Agent" and together with US Agent, individually each an "Agent" and collectively, "Agents") and certain parties thereto as lenders ("European Lenders" and together with US Lenders, individually each a "Lender" and collectively, "Lenders") pursuant to which Lenders (or Agents on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agents, Lenders, Debtor and certain affiliates of the Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Agents and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to US Agent, for the benefit of itself and Secured Parties (as defined in the Loan Agreement), certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (defined in the Loan Agreement), Debtor hereby grants to US Agent, for the benefit of itself and the other Secured Parties, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to US Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to US Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense,

perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below or the Loan Agreement.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of US Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by US Agent or any Lender to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by US Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes US Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by US Agent or as otherwise determined by US Agent. Debtor further authorizes US Agent to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to US Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to US Agent's exercise of the rights and remedies granted to US Agent hereunder or under the other Financing Agreements.

(g) US Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by US Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to US Agent for any such payment, which payment shall be deemed an advance by US Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Debtor has given US Agent thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of US Agent, Debtor shall promptly execute and deliver to US Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by US Agent to evidence the security interest in and conditional assignment of such Trademark in favor of US Agent.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify US Agent immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(i) Debtor shall render any assistance, as US Agent shall determine is necessary, to US Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect US Agent's and Lenders' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(j) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to US Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of US Agent and Lenders hereunder. Debtor shall promptly notify US Agent if Debtor learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by US Agent, Debtor, at Debtor's expense, shall join with US Agent and any Lender in such action as US Agent, in US Agent's discretion, may deem advisable for the protection of US Agent's interests in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds US Agent and Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor. The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non renewal of the Loan Agreement.

(k) Debtor shall promptly pay US Agent for any and all expenditures made by US Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of US Agent, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of US Agent, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, US Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or by applicable law:

(a) US Agent may require that Debtor not make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. US Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to US Agent by Debtor or for such other reason as US Agent may determine.

(b) US Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as US Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) US Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of any of the Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. US Agent shall have the power to buy the Collateral or any part thereof, and US Agent shall also have the power to execute assurances and perform all other acts which US Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, US Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the

Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay US Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that US Agent and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) US Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by US Agent and Lenders. Thereafter, US Agent and Lenders may apply any remaining proceeds to such of the Obligations as US Agent and Lenders may in their discretion determine. Debtor shall remain liable to US Agent and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay US Agent and Lenders on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to US Agent or to US Agent's respective designees, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring US Agent or any Lender to take any such action at any time. All of US Agent's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and US Agent irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Southern District of the State of New York, whichever US Agent may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the Debtor and US Agent in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that US Agent and Lenders shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other

jurisdiction which US Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at US Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND US AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND US AGENT AND LENDERS IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND US AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR US AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND US AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) US Agent and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non appealable judgment or court order binding on US Agent or any Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, US Agent and each Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	Automotive Casting Technology, Inc. c/o Monomoy Capital Partners, L.P. 142 West 57th Street 17th Floor New York, New York 10019 Attention: Justin Hillenbrand Telecopy: (212) 699-3996 Telephone: (212) 699-4010
With a copy to:	Neal & Harwell, PLC 2000 One Nashville Place 150 Fourth Avenue, North Nashville, Tennessee 37219 Attention: David G. Thompson Telephone: (615) 244-1713 Telecopy: (615) 726-0573
If to US Agent:	Wachovia Bank, National Association, as US Agent 1133 Avenue of the Americas New York, New York 10036 Attention: Portfolio Manager -- Compass Automotive Group Telephone: (212) 840-2000 Telecopy: (212) 545-4283

(b) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, US Agent and Lenders pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words “hereof,” “herein,” “hereunder,” “this Agreement” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof or the Loan Agreement. All references to the term “Person” or “person” herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and

inure to the benefit of and be enforceable by US Agent and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of US Agent. US Agent and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of US Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by US Agent or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which US Agent or any Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(g) Delivery of an executed counterpart of this Agreement by telecopier or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telecopier or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and US Agent have executed this Agreement as of the day and year first above written.

AUTOMOTIVE CASTING TECHNOLOGY, INC.

By:  _____

Justin Hillenbrand
Vice President

WACHOVIA BANK, NATIONAL
ASSOCIATION, as US Agent

By: _____

Title: _____

[Signature Page to ACT Trademark Agreement]

TRADEMARK
REEL: 003663 FRAME: 0565

STATE OF New York)
) ss.:
COUNTY OF NY)

On this 6 day of November, 2007, before me personally came Justin Hillenbrand, to me known, who being duly sworn, did depose and say, that he is the Vice President of AUTOMOTIVE CASTING TECHNOLOGY, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

MICHELLE KILLEN
Notary Public, State of New York
No. 01K16173928
Qualified in New York County
Commission Expires Sept. 4, 2011

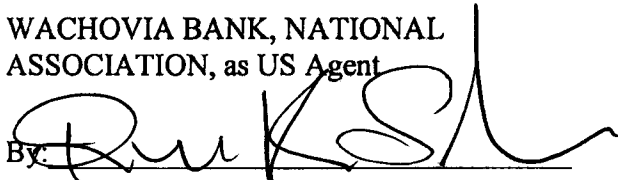
[Notary Page to ACT Trademark Agreement]

IN WITNESS WHEREOF, Debtor and US Agent have executed this Agreement as of the day and year first above written.

AUTOMOTIVE CASTING TECHNOLOGY, INC.

By: _____
Justin Hillenbrand
Vice President

WACHOVIA BANK, NATIONAL
ASSOCIATION, as US Agent

By: 
Title: Director

[Signature Page to ACT Trademark Agreement]

TRADEMARK
REEL: 003663 FRAME: 0567

STATE OF New York
COUNTY OF New York ss.:

On this 9 day of November, 2007, before me personally came Richard Schultz
to me known, who, being duly sworn, did depose and say, that he is the
Director of WACHOVIA BANK, NATIONAL ASSOCIATION, the entity
described in and which executed the foregoing instrument; and that he signed his name thereto
by order of the Board of Directors of said entity.

Joanne DeFillippo

Notary Public

JOANNE DeFILLIPPO
Notary Public, State of New York
No. 01DE4986297
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Jan. 5, 2010

[Notary Page to ACT Trademark Agreement]

TRADEMARK
REEL: 003663 FRAME: 0568

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

(Automotive Casting Technology, Inc.)

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
Performance in Motion	78590511	03/18/2005
ODI	75898252	03/30/2005
Optimal Design Initiative	78598229	03/30/2005

LIST OF TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Jurisdiction</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
None			

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF LICENSES

None

**EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that AUTOMOTIVE CASTING TECHNOLOGY, INC. (“Debtor”), having an office at 36555 Corporate Drive, Farmington Hills, Michigan 48331 hereby appoints and constitutes, severally, WACHOVIA BANK, NATIONAL ASSOCIATION, as US Agent (“US Agent”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which US Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

Execution and delivery of any and all documents, statements, certificates or other papers which US Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and US Agent (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by US Agent.

Dated: _____, 2007

AUTOMOTIVE CASTING TECHNOLOGY, INC.

By: _____

Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On this __ day of November 2007, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of AUTOMOTIVE CASTING TECHNOLOGY, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public