## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A.		11/25/2008	Bank:

## **RECEIVING PARTY DATA**

Name:	NC-M Chasis Systems, LLC	
Street Address:	47603 Halyard Drive	
City:	Plymouth	
State/Country:	MICHIGAN	
Postal Code:	48170	
Entity Type:	LIMITED LIABILITY COMPANY:	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	2525629	ZERO ROLL SUSPENSION	
Registration Number:	2494774	ZRS ZERO ROLL SUSPENSION	

## **CORRESPONDENCE DATA**

Fax Number: (866)826-5420

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

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc. Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34092	
NAME OF SUBMITTER:	Penelope J.A. Agodoa	
Signature:	/pja/	

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Date:	02/03/2009
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#### U.S. TRADEMARKS RELEASE OF SECURITY INTEREST

RELEASE effective as of November 25, 2008 (this "Release"), by The Bank of New York Mellon Trust Company, N.A. (f/k/a The Bank of New York Trust Company, N.A.), as collateral agent (not individually, but solely in such capacity, the "Collateral Agent") for the Secured Parties (as defined below). Terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to below.

- A. Reference is made to the Indenture dated as of October 27, 2003, as supplemented by a First Supplemental Indenture dated as of December 18, 2006, (the "First Supplemental Indenture") a Second Supplemental Indenture dated as of January 11, 2007 (the "Second Supplemental Indenture") and a Third Supplemental Indenture dated as of November 25, 2008 (the "Third Supplemental Indenture", and collectively with the Indenture dated as of October 27, 2003, the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"), among Metaldyne Corporation, a Delaware corporation (the "Company"), the subsidiary guarantors named therein and The Bank of New York Mellon Trust Company, N.A. (f/k/a The Bank of New York Trust Company, N.A.), as trustee.
- B. Reference is made to the Security Agreement dated as of January 11, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") among the subsidiary grantors named therein, Metaldyne Intermediate Holdco, Inc., a Delaware corporation and Metaldyne Company LLC, a Delaware limited liability company, in favor of the Collateral Agent.
- C. Reference is made to the Grant of Security Interest in Trademark Rights Agreement effective as of January 11, 2007 among NC-M Chasis Systems, LLC, a Delaware limited liability company ("NC-M Chasis Systems") and the Collateral Agent (as amended, supplemented or otherwise modified from time to time, the "Trademark Agreement"), pursuant to which, NC-M Chasis Systems, as a grantor under the Security Agreement, granted a security interest to the Collateral Agent for the benefit of the Secured Parties, in, among other things, the certain registered trademarks of NC-M Chasis Systems set forth on Annex I hereto (the "Trademarks"), which security interest was recorded with the United States Patent and Trademark Office.
- D. Pursuant to the terms of the Third Supplemental Indenture, the Collateral Agent, on behalf of itself and the applicable Secured Parties, is required to terminate all Liens (as defined in the Indenture) created under the Security Agreement and release all right, title and interest in and to the Collateral (as defined in the Security Agreement), including, without limitation, the termination of all Liens with respect to,

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and the release of all right, title and interest in, the Trademarks granted by NC-M Chasis Systems pursuant to the Security Agreement and the Trademark Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all the Collateral Agent's right, title and interest (including, without limitation, security interests) in and to the Trademarks shall hereby be released, terminated and discharged in full, without recourse to or warranty by the Collateral Agent.

This Release has been executed and delivered by the Collateral Agent for the purpose of recording with the United States Patent and Trademark Office, the release of the security interest in the Trademarks granted under the Trademark Agreement by NC-M Chasis Systems.

THE INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THIS RELEASE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICT OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS COLLATERAL AGENT,

Name: NO.AME DI.WAN

Titleascistant Vice President

# **U.S. Trademark Registrations**

Country	Trademark ZERO ROLL SUSPENSION (and design)	Status	Application No.	Registration No.
USA		Cancelled	N/A	2,525,629
USA	ZERO ROLL SUSPENSION	Cancelled	N/A	2,494,774

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