

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Neenah Foundry Company		02/05/2010	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust FSB		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2105107	NEENAH FOUNDRY CO.	
Registration Number:	1336268	CASTUF	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)806-7131		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	reskew@stroock.com		
Correspondent Name:	Richard Eskew		
Address Line 1:	180 Maiden Lane		
Address Line 2:	Stroock & Stroock & Lavan LLP		
Address Line 4:	New York, NEW YORK 10038		
ATTORNEY DOCKET NUMBER:	002428/0002		
NAME OF SUBMITTER:	Richard Eskew		
Signature:	/Richard Eskew/		

CH \$65.00 2105107

**900154315**

**TRADEMARK  
 REEL: 004146 FRAME: 0730**

Date:

02/09/2010

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2010, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.15* of the Loan Agreement referred to below (each a “*Loan Party*” and, collectively, the “*Loan Parties*”), in favor of Wilmington Trust FSB, as administrative agent (in such capacity, the “*Administrative Agent*”). Capitalized terms used herein and not otherwise defined herein have the meaning given to them in the Loan Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Super-Priority Secured Debtor In Possession Multiple Draw Term Loan Agreement, dated as of February 5, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), among Neenah Foundry Company (the “*Borrower*”), the Guarantors party thereto, the Lenders from time to time party thereto and Wilmington Trust FSB, as Administrative Agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Loan Parties are party to the Loan Agreement pursuant to which they have guaranteed the Obligations; and

WHEREAS, the Loan Parties are party to the Loan Agreement pursuant to which the Loan Parties have granted to the Administrative Agent a security interest in all of their Trademarks and Trademark Licenses;

Now, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Loan Agreement and to induce the Lenders to make the Loans, each Loan Party hereby agrees with the Administrative Agent as follows:

**Section 1 Grant of Security Interest in Trademark Collateral**

Each Loan Party, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 Loan Party (the “*Trademark Collateral*”):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business associated with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by any Loan Party against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark or any Trademark License.

## **Section 2** Event of Default

In addition to all other rights granted to the Administrative Agent under the Loan Agreement and this Agreement, effective only upon an Event of Default each Loan Party hereby sells, assigns, transfers and sets over to the Administrative Agent, for collateral purposes only, such Loan Party's entire right, title and interest in and to all Trademark Collateral and the goodwill of such Loan Party's business connected with and symbolized by the Trademark Collateral as successor to the business to which the Trademark Collateral pertains, together with the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements of the Trademark Collateral in the United States and any other country or countries; the same to be held and enjoyed by the Administrative Agent for its own use and behalf, and its legal representatives, successors and assigns as the same would have been held by such Loan Party had such assignment not been made..

## **Section 3** Loan Agreement

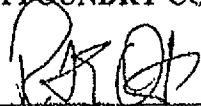
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Loan Agreement and each Loan Party hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

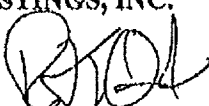
IN WITNESS WHEREOF, each Loan Party has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

LOAN PARTIES

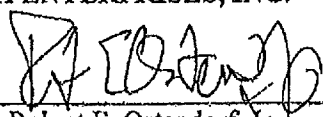
**NEENAH FOUNDRY COMPANY**

By:   
Name: Robert E. Ostendorf, Jr.  
Title: President and Chief Executive Officer

**NFC CASTINGS, INC.**


By:   
Name: Robert E. Ostendorf, Jr.  
Title: President and Chief Executive Officer

**NEENAH ENTERPRISES, INC.**

By:   
Name: Robert E. Ostendorf, Jr.  
Title: President and Chief Executive Officer

*Signature page to Trademark Security Agreement*

ADVANCED CAST PRODUCTS, INC.  
A & M SPECIALTIES, INC.  
BELCHER CORPORATION  
CAST ALLOYS, INC.  
DALTON CORPORATION  
DALTON CORPORATION, WARSAW  
MANUFACTURING FACILITY  
DALTON CORPORATION,  
KENDALLVILLE MANUFACTURING  
FACILITY  
DALTON CORPORATION, ASHLAND  
MANUFACTURING FACILITY  
DALTON CORPORATION, STRYKER  
MACHINING FACILITY CO.  
DEETER FOUNDRY, INC.  
GREGG INDUSTRIES, INC.  
MERCER FORGE CORPORATION  
MORGAN'S WELDING, INC.  
NEENAH TRANSPORT, INC.  
PEERLESS CORPORATION

By:   
Name: Robert E. Ostendorf Jr.  
Title: President and Chief Executive Officer

*Signature page to Trademark Security Agreement*

ACCEPTED AND AGREED  
as of the date first above written:

WILMINGTON TRUST FSB,  
*as Administrative Agent*

By:   
Name: ~~Jeffery Rose~~  
Title: Vice President

*Signature page to Trademark Security Agreement*

SCHEDULE I  
To  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS AND APPLICATIONS

**NEENAH FOUNDRY COMPANY TRADEMARKS**

Mark	Reg. (App.) No./Date	Goods	Current Owner	Comments
NEENAH FOUNDRY CO.	2,105,107 10/14/1997	Gray iron and ductile iron castings (Cl. 6)	Neenah Foundry Company	Security interest to Fleet Capital Corporation

**ADVANCED CAST PRODUCTS, INC. TRADEMARKS**

Mark	Reg. (App.) No./Date	Goods	Current Owner	Comments
CASTUF	1,336,268 05/21/1985	Iron castings (Cl. 6)	Advanced Cast Products, Inc.	There is a security interest from Advanced Cast Products, Inc. to Fleet Capital Corporation on 01/07/2004.  There is a license mortgage recorded against this mark from Advanced Cast Products, Inc. to The Bank of New York Trust Company, N.A. The license mortgage was executed December 26, 2006 and recorded February 21, 2007 at Reel/Frame: 3485/0150.