

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Metaldyne, LLC		02/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	200 Glastonbury Boulevard		
<b>City:</b>	Glastonbury		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06033		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3056356	HS150	
Registration Number:	3023982	METALDYNE	
Registration Number:	3023984	METALDYNE	
Registration Number:	3023983	METALDYNE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)444-8847		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704-343-2000		
<b>Email:</b>	ksaltrick@mcguirewoods.com		
<b>Correspondent Name:</b>	McGuireWoods LLP		
<b>Address Line 1:</b>	201 North Tryon Street		
<b>Address Line 2:</b>	Attention: Wade Kennedy		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	2039261-0106 / KBSALTRICK		

**OP \$115.00 3056356**

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**TRADEMARK  
 REEL: 004179 FRAME: 0845**

NAME OF SUBMITTER:	Wade M. Kennedy, McGuireWoods LLP
Signature:	/Wade M. Kennedy/
Date:	04/05/2010
<b>Total Attachments: 5</b> source=METALDYNE Trademark Security Agreement#page1.tif source=METALDYNE Trademark Security Agreement#page2.tif source=METALDYNE Trademark Security Agreement#page3.tif source=METALDYNE Trademark Security Agreement#page4.tif source=METALDYNE Trademark Security Agreement#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of February 19, 2010 is made by METALDYNE, LLC, METALDYNE SINTERFORGED PRODUCTS, LLC, METALDYNE POWERTRAIN COMPONENTS, INC., METALDYNE SINTERED RIDGWAY, LLC, METALDYNE BSM, LLC, METALDYNE M&A BLUFFTON, LLC, METALDYNE TUBULAR COMPONENTS, LLC, PUNCHCRAFT MACHINING AND TOOLING, LLC, and MD INVESTORS CORPORATION (individually, "Grantor," and collectively, "Grantors"), in favor of Bank of America, N.A., in its capacity as Agent (in such capacity, "Grantee") for the Secured Parties to the Loan Agreement (as defined below).

Reference is made to the Loan and Security Agreement (the "Loan Agreement") dated as of February 19, 2010, among Grantors, the lenders from time to time party thereto and Grantee, as Agent for the Secured Parties.

Pursuant to the Loan Agreement, Grantors have granted to Grantee, for the benefit of Secured Parties, a security interest in the Collateral, including all right, title and interest of Grantors in, to and under all trademarks, service marks, trade names and all applications and registrations for any of the foregoing owned by Grantors (the "Trademarks") (except for Excluded Assets), whether now owned or hereafter acquired, together with all goodwill associated therewith or symbolized thereby.

Accordingly, each Grantor and Grantee hereby agree as follows:

SECTION 1. Defined Terms. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement.

SECTION 2. Incorporation of the Loan Agreement. The Loan Agreement and the terms and conditions thereof are hereby incorporated hereby in their entirety by this reference.

SECTION 3. Security Interest in Trademarks. As security for the payment and performance in full when due, of such Grantor's Obligations, each Grantor hereby grants to Grantee, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks (except for Excluded Assets), whether now owned or hereafter acquired, together with all goodwill associated therewith or symbolized thereby, including, without limitation: (i) the trademark registrations and trademark applications for registration set forth on Schedule A attached hereto, together with all goodwill associated therewith or symbolized thereby, and (ii) all income, royalties and payments accrued, due or payable now or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or dilution thereof, with the right to sue for, and collect the same.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. This Trademark Security Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to Grantee and a counterpart hereof shall have been executed on behalf of Grantee. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 5. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, each Grantor and Grantee have duly executed this Trademark Security Agreement as of the day and year first above written.

**GRANTORS:**

**METALDYNE, LLC**, a Delaware limited liability company

**METALDYNE SINTERFORGED PRODUCTS, LLC**, a Delaware limited liability company

**METALDYNE POWERTRAIN COMPONENTS, INC.**, a Delaware corporation

**METALDYNE SINTERED RIDGWAY, LLC**, a Delaware limited liability company

**METALDYNE BSM, LLC**, a Delaware limited liability company

**METALDYNE M&A BLUFFTON, LLC**, a Delaware limited liability company

**METALDYNE TUBULAR COMPONENTS, LLC**, a Delaware limited liability company

**PUNCHCRAFT MACHINING AND TOOLING, LLC**, a Delaware limited liability company

**MD INVESTORS CORPORATION**, a Delaware corporation

By: 

Name: Terry Iwasaki

Title: Vice President and Chief Financial Officer

**BANK OF AMERICA, N.A.**, as Agent

By: 

Name: Matthew Bourgeois

Title: Senior Vice President

**SCHEDULE A**

**TRADEMARKS**

<b>Trademark</b>	<b>Serial No./ Filing Date</b>	<b>Registration No./ Registration Date</b>	<b>Owner</b>
HS150	78/349156 1/8/2004	3056356 1/31/2006	METALDYNE, LLC
METALDYNE	76/184235 12/21/2000	3023982 12/6/2005	METALDYNE, LLC
METALDYNE	76/184237 12/21/2000	3023984 12/6/2005	METALDYNE, LLC
METALDYNE	76/184236 12/21/2000	3023983 12/6/2005	METALDYNE, LLC