

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Resignation, Waiver, Consent and Appointment Agreement and Fourth Amendment to the Credit Agreement-Resignation of Administrative Agent and Appointment of Successor Administrative Agent

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc., as Administrative Agent		06/30/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	CIT Capital USA Inc., as Successor Administrative Agent
Street Address:	CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1268864	THE MID-STATE TOMBSTONE
Registration Number:	2823924	CENTRIFUSE LITE
Registration Number:	2906812	CENTRIFUSE
Registration Number:	1524390	MOTOR WHEEL
Registration Number:	2553901	CENTRUCAST
Registration Number:	2480510	INTRA-CAST
Serial Number:	78772960	PRIME PRECISION PRODUCTS
Serial Number:	78772954	PRIME PRECISION

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6179518000

OP \$215.00 1268864

Email: jennifer.kagan@bingham.com
Correspondent Name: Jennifer Kagan
Address Line 1: One Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	0000336061
NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	07/01/2010

Total Attachments: 45

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EXECUTION COPY

RESIGNATION, WAIVER, CONSENT AND APPOINTMENT AGREEMENT AND FOURTH AMENDMENT TO THE CREDIT AGREEMENT

This Resignation, Waiver, Consent and Appointment Agreement (this "Agreement") is entered into as of June 30, 2010, by and among Lehman Commercial Paper Inc. ("Lehman"), a debtor and debtor in possession under chapter 11 of the Bankruptcy Code (defined below) acting alone or through one or more of its branches as the Administrative Agent, (in such capacity, the "Existing Agent") under that certain Credit Agreement (as defined below), the Required Lenders party hereto, and Precision Partners Holding Company, a Delaware corporation (the "Borrower"). Defined terms in the Credit Agreement have the same meanings where used herein, unless otherwise defined.

RECITALS

WHEREAS, the Borrower, Precision Partners, Inc., a Delaware corporation, The Electromac Group Inc., a corporation amalgamated under the laws of the province of Ontario, the Lenders, the Existing Agent, and CIT Financial Ltd., as Canadian Agent, have entered into the Amended and Restated Credit Agreement dated as of October 26, 2006 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, on October 5, 2008, the Existing Agent commenced a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and on such date, pursuant to section 362(a) of the Bankruptcy Code, an automatic stay went into effect that prohibits actions to interfere with, or obtain possession or control of, the Existing Agent's property or to collect or recover from the Existing Agent any debts or claims that arose before such date;

WHEREAS, the Existing Agent desires to resign as Administrative Agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, the Borrower and the Required Lenders desire to ratify the appointment of CIT Capital USA Inc. ("CIT") as successor Administrative Agent (in such capacity, the "Successor Agent") under the Credit Agreement and the other Loan Documents and the Successor Agent wishes to accept such appointment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Agency Resignation, Waiver, Consent and Appointment.

(a) As of the Effective Date (as defined below), (i) the Existing Agent hereby resigns as the Administrative Agent as provided under *Section 9.9 (Successor Agents)* of the Credit Agreement and other than as set forth herein, shall have no further obligations under the Loan Documents in such capacity; (ii) the Required Lenders hereby appoint CIT as successor Administrative Agent under the Credit Agreement and the other Loan Documents; (iii) the Borrower and Required Lenders hereby waive any notice requirement provided for under the Loan Documents in respect of such resignation or appointment; (iv) the Borrower and Required Lenders hereby consent to the appointment of the Successor Agent; (v) CIT hereby accepts its appointment as Successor Agent; (vi) the Successor Agent shall bear no responsibility for any actions taken or omitted to be taken by the Existing Agent while it

served as Administrative Agent under the Credit Agreement and the other Loan Documents and (vii) each of the Existing Agent and Borrower authorizes the Successor Agent or any of its designees to file any Uniform Commercial Code assignments or amendments with respect to the Uniform Commercial Code Financing Statements, mortgages, and other filings in respect of the Collateral as the Successor Agent deems necessary or desirable to evidence the Successor Agent's succession as Administrative Agent, secured party, grantee, mortgagee, beneficiary, assignee, and each other similar capacity, if any, under the Credit Agreement and the other Loan Documents and each party hereto agrees to execute any documentation reasonably necessary to evidence such succession; provided, that the Existing Agent shall bear no responsibility for any actions taken or omitted to be taken by the Successor Agent under this clause (vii).

(b) The parties hereto hereby confirm that the Successor Agent succeeds to the Credit Agreement and becomes vested with all of the rights, powers, privileges and duties of the Administrative Agent under each of the Loan Documents, and the Existing Agent is discharged from all of its duties and obligations as the Administrative Agent under the Credit Agreement or the other Loan Documents, in each case, as of the Effective Date.

(c) The parties hereto hereby confirm that, as of the Effective Date, all of the provisions of the Credit Agreement, including, without limitation, *Section 9 (The Agents; The Arranger)*, *Section 10.5 (Payment of Expenses)* and *Section 9.7 (Indemnification)* to the extent they pertain to the Existing Agent, continue in effect for the benefit of the Existing Agent, its sub-agents and their respective affiliates in respect of any actions taken or omitted to be taken by any of them while the Existing Agent was acting as Administrative Agent and inure to the benefit of the Existing Agent.

(d) The Existing Agent hereby assigns to the Successor Agent each of the Liens and security interests assigned to the Existing Agent under the Loan Documents and the Successor Agent hereby assumes all such Liens, for its benefit and for the benefit of the Secured Parties.

(e) On and after the Effective Date, all possessory collateral held by the Existing Agent for the benefit of the Lenders shall be deemed to be held by the Existing Agent as agent and bailee for the Successor Agent for the benefit of the Lenders until such time as such possessory collateral has been delivered to the Successor Agent. Notwithstanding anything herein to the contrary, each Loan Party agrees that all of such Liens granted by any Loan Party, shall in all respects be continuing and in effect and are hereby ratified and reaffirmed by each Loan Party. Without limiting the generality of the foregoing, any reference to the Existing Agent on any publicly filed document, to the extent such filing relates to the liens and security interests in the Collateral assigned hereby and until such filing is modified to reflect the interests of the Successor Agent, shall, with respect to such liens and security interests, constitute a reference to the Existing Agent as collateral representative of the Successor Agent (provided, that the parties hereto agree that the Existing Agent's role as such collateral representative shall impose no duties, obligations, or liabilities on the Existing Agent, including, without limitation, any duty to take any type of direction regarding any action to be taken against such Collateral, whether such direction comes from the Successor Agent, the Required Lenders, or otherwise and the Existing Agent shall have the full benefit of the protective provisions of *Section 9 (The Agent; The Arranger)*, including without limitation, *Section 9.7 (Indemnification)* while serving in such capacity). The Successor Agent agrees to

take possession of any possessory collateral delivered to the Successor Agent following the Effective Date upon tender thereof by the Existing Agent.

2. Amendments to the Credit Agreement. The Credit Agreement is, effective as of the Effective Date, hereby amended as follows:

(a) Each instance of the words "Lehman Commercial Paper Inc." is hereby replaced with "CIT Capital USA Inc."

(b) Section 1.1 of the Credit Agreement is hereby amended by amending and restating the following definitions in their entirety as follows:

“Base Rate”: for any day, a fluctuating rate per annum equal to the greater of: (a) the Prime Rate in effect on such day and (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1% (or if such day is not a Business Day, the immediately preceding Business Day); provided, that notwithstanding the foregoing, the Base Rate shall be no less than 4.50%. Any change in the Prime Rate announced by JPMorgan Chase Bank shall take effect without notice to the Borrowers at the opening of business on the day specified as the effective date of change in the public announcement or publication of such change. For purposes hereof: “Prime Rate” shall mean the prime lending rate as announced from time to time by JPMorgan Chase Bank as its “prime rate” in effect for such day. The Base Rate does not necessarily represent the lowest rate of interest charged by Lenders in connection with extension of Credit. If JPMorgan Chase Bank ceases to announce its “prime rate”, the Administrative Agent may select a reasonably comparable index or source to use as the basis for the Prime Rate.”

“US Swing Line Lender”: CIT Capital USA, Inc., in its capacity as the lender of US Swing Line Loans.”

(c) Section 2.6(a) of the Credit Agreement is amended and restated in its entirety as follows:

“Subject to the terms and conditions hereof, the US Swing Line Lender agrees that, during the Revolving Credit Commitment Period, it will make available to the Borrower in the form of swing line loans (“US Swing Line Loans”) a portion of the credit otherwise available to the Borrower under the US Revolving Credit Commitments; provided, that (i) the aggregate principal amount of US Swing Line Loans outstanding at any time shall not exceed the US Swing Line Commitment then in effect, (ii) the US Swing Line Loans outstanding at any time, when aggregated with the US Swing Line Lender’s other outstanding US Revolving Credit Loans hereunder, shall not exceed the US Swing Line Commitment then in effect or such US Swing Line Lender’s US Revolving Credit Commitment then in effect, and (iii) the Borrower shall not request, and the US Swing Line Lender shall not make, any US Swing Line Loan if, after giving effect to the making of such US Swing Line Loan, the aggregate amount of the Available US Revolving Credit Commitments would be less than zero. During the Revolving Credit Commitment Period, the Borrower may use the US Swing Line Commitment by borrowing, repaying and reborrowing US Swing Line Loans, all in accordance with the terms and conditions hereof. US Swing Line Loans shall be Base Rate Loans only.”

(d) Section 2.6(c) of the Credit Agreement is amended and restated in its entirety as follows:

“Subject to the terms and conditions hereof, the Canadian Swing Line Lender agrees that, during the Revolving Credit Commitment Period, it will make available to Electromac in the

form of swing line loans (“Canadian Swing Line Loans”) a portion of the credit otherwise available to Electromac under the Canadian Revolving Credit Commitments; provided, that (i) the aggregate principal amount of Canadian Swing Line Loans outstanding at any time shall not exceed the Canadian Swing Line Commitment then in effect, (ii) the Canadian Swing Line Loans outstanding at any time, when aggregated with the Canadian Swing Line Lender’s other outstanding Canadian Revolving Credit Loans hereunder, shall not exceed the Canadian Swing Line Commitment then in effect or such Canadian Swing Line Lender’s Canadian Revolving Credit Commitment then in effect, and (iii) Electromac shall not request, and the Canadian Swing Line Lender shall not make, any Canadian Swing Line Loan if, after giving effect to the making of such Canadian Swing Line Loan, the aggregate amount of the Available Canadian Revolving Credit Commitments would be less than zero. The Canadian Swing Line Lender as of the Amended and Restated Closing Date is a Canadian Resident. During the Revolving Credit Commitment Period, Electromac may use the Canadian Swing Line Commitment by borrowing, repaying and reborrowing Canadian Swing Line Loans, all in accordance with the terms and conditions hereof. Canadian Swing Line Loans shall be Canadian Prime Rate Loans only.”

(e) Section 9.9(a) of the Credit Agreement is amended and restated in its entirety as follows:

“The Administrative Agent may resign as Administrative Agent upon 30 days’ notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint a successor agent for the Lenders, which successor agent shall (unless an Event of Default under Section 8(a) or Section 8(f) with respect to the Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term “Administrative Agent” shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent’s rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans or issuers of Letters of Credit. If no successor agent has accepted appointment as Administrative Agent by the date that is 30 days following a retiring Administrative Agent’s notice of resignation, the retiring Administrative Agent’s resignation shall nevertheless thereupon become effective, unless the effective date of the Administrative Agent’s resignation shall be extended by the Administrative Agent in its sole discretion, and the Lenders shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent (approved by the Borrower) as provided for above.”

3. Address for Notices.

(a) As of the Effective Date, the address of the “Administrative Agent” for the purposes of *Section 10.2 (Notices)* shall be as follows:

CIT Capital USA Inc.
207 Queens Quay West, Suite 700
Toronto, ON M5J 1A7
Attention: Managing Director Leveraged Finance
Telecopy no: 416-507-5223

with a copy to:

CIT Financial Ltd.
Legal Department
Telecopy no: 416-507-5223
Telephone: 416-507-2400

(b) As of the Effective Date, the Borrower hereby agrees that any payment to be made pursuant to the Credit Agreement, including, without limitation, *Section 2.20 (Pro Rata Treatment and Payment)* shall be made to the address set forth in Section 4(a) hereof.

(c) In the event that on or after the Effective Date, Lehman receives (i) any proceeds of the Collateral, which are delivered to it in its capacity as predecessor Administrative Agent under the Loan Documents or (ii) any funds in respect of any Loans, which are delivered to it in its capacity as predecessor Administrative Agent under the Credit Agreement, the Loan Parties, the Successor Agent, and Lenders hereby agree that Lehman will forward promptly such proceeds or funds to the Successor Agent by wire transfer of immediately available funds to CIT in accordance with the instructions set forth on Schedule 4 hereto.

4. Amendments to the Loan Documents.

(a) The parties agree that all other notice provisions referring to Lehman as Administrative Agent, Collateral Agent, and/or First Lien Collateral Agent in any other Loan Documents are amended as of the Effective Date to reference CIT at the address set forth in Section 4(a) above.

(b) For the avoidance of doubt, the parties hereby agree and acknowledge that as of the Effective Date, the Successor Agent shall succeed to and assume all rights, powers, privileges, responsibilities and obligations of the "First Lien Collateral Agent" as defined in the Intercreditor Agreement.

5. Representations and Warranties.

(a) Lehman hereby represents and warrants that it is legally authorized to enter into and has duly executed and delivered this Agreement.

(b) Successor Agent hereby represents and warrants that it is legally authorized to enter into and has duly executed and delivered this Agreement.

(c) The Borrower hereby represents and warrants that (i) it is legally authorized to enter into and has duly executed and delivered this Agreement, (ii) Schedule 2 contains a complete list of all possessory Collateral and security filings related to the Collateral delivered to the Existing Agent; and (iii) all security interests created in favor of the Existing Agent for the benefit of the secured parties under the Loan Documents are valid security interests in the Collateral, as security for the Obligations.

6. Conditions Precedent to Effectiveness. The obligations of the parties hereto set forth in Sections 1 and 2 hereof shall become effective immediately upon the date (the "Effective Date") when each of the following conditions shall first have been satisfied:

(a) Each of the parties hereto shall have executed and delivered this Agreement;

(b) The Existing Agent shall have received from the Borrower payment, free and clear of any recoupment or set-off, in immediately available funds of all amounts payable to it as the Existing Agent and as a Lender pursuant to the Loan Documents (including fees and expenses of counsel), set forth on Schedule 1 hereto, in each case to the account specified on Schedule 1 hereto;

(c) The Successor Agent shall have confirmed in writing that it has received the items set forth on Schedule 2 hereto; and

(d) The Successor Agent shall have confirmed in writing that the Existing Agent has completed each of the tasks listed on Schedule 3 hereto.

7. Further Assurances.

(a) Without limiting their obligations in any way under any of the Loan Documents, the Borrower reaffirms and acknowledges its obligations to the Successor Agent with respect to the Credit Agreement and the other Loan Documents and that the delivery of any agreements, instruments or any other document and any other actions taken or to be taken shall be to the satisfaction of Successor Agent notwithstanding whether any of the foregoing was or were previously satisfactory to the Existing Agent.

(b) Each of the Borrower and the Existing Agent agrees that, following the Effective Date, it shall promptly furnish, at the Borrower's expense, additional releases, amendment or termination statements and such other documents, instruments and agreements as are customary and may be reasonably requested by the Successor Agent in order to effect and evidence more fully the matters covered hereby, and will transfer physical possession to the Successor Agent of any Collateral of which it has physical possession.

(c) The Borrower shall reimburse the Existing Agent for all reasonable out-of-pocket costs and expenses incurred by the Existing Agent in connection with any actions taken pursuant to this Agreement.

8. Successor Agent's Fees and Expenses. Commencing on the Effective Date, the Borrower shall pay the Successor Agent the agency fees set forth in the Fee Letter, dated as of the date hereof, by and among CIT, the Borrower, and Holdings (the "Fee Letter"). All other provisions of the Credit Agreement providing for the payment of other fees and expenses of, and providing indemnities for the benefit of, the Administrative Agent, shall remain in full force and effect for the benefit of the Successor Agent in accordance with the provisions thereof. Without limiting the generality of the foregoing, the Borrower agrees to reimburse the Successor Agent for reasonable out-of-pocket costs and expenses (including the reasonable fees, expenses and disbursement of one lead counsel and one local counsel to the Successor Agent) incurred by the Successor Agent, in connection with (i) its due diligence review of the Loan Documents and any other agreements or transactions entered into in connection with the foregoing, (ii) the consummation of the transactions contemplated by this Agreement (including, without limitation, any required filing of record of any instrument effecting or

giving notice of the assignment evidenced hereby) and (iii) the negotiation and preparation of this Agreement and all other documents, instruments, and certificates executed in connection therewith.

9. Release. Each of the Borrower and the Loan Parties hereby unconditionally and irrevocably waive all claims, suits, debts, liens, losses, causes of action, demands, rights, damages or costs, or expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, which any of them may have or claim to have against Lehman (whether in its capacity as an agent, lender, hedging counterparty or otherwise) or its agents, employees, officers, affiliates, directors, representatives, attorneys, successors and assigns (collectively, the "Released Parties") to the extent arising out of or in connection with the Loan Documents (other than the performance of its obligations under this Agreement) or any prior Borrower request to fund or make an extension of credit under the Credit Agreement including, without limitation, any past failure by Lehman or any of its affiliates to fund any Loan required to be funded by it under the Credit Agreement (collectively, the "Claims"). Each of the Borrower, and the Loan Parties further agree forever to refrain from commencing, instituting or prosecuting any lawsuit, action or other proceeding against any Released Parties with respect to any and all of the foregoing described waived, released, acquitted and discharged Claims and from exercising any right of recoupment or setoff that it may have under a master netting agreement or otherwise against any Released Party with respect to Obligations under the Loan Documents. Each of the Released Parties shall be a third party beneficiary of this Agreement.

10. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Existing Agent, the Lenders, the Secured Parties and the Borrower.

11. Limitation. Each party hereto hereby agrees that this Agreement (i) does not impose on the Existing Agent affirmative obligations or indemnities not already existing as of the date of its petition commencing its proceeding under chapter 11 of the Bankruptcy Code, and that could give rise to administrative expense claims, and (ii) is not inconsistent with the terms of the Credit Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument.

13. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

14. Interpretation. This Agreement is a Loan Document for the purposes of the Credit Agreement.

15. Confidentiality. Schedule 1 and Schedule 2 to this Agreement are exclusively for the information of the parties hereto (and their respective attorneys, advisors and representatives) and the information therein may not be disclosed to any third party or circulated or referred to publicly without the prior written consent of Lehman.

16. Confirmation of Guaranties. By signing this Agreement, each Guarantor hereby confirms that (i) the obligations of the Loan Parties under the Credit Agreement as modified hereby and the other Loan Documents (x) are entitled to the benefits of the guarantees set forth in the First Lien Guarantee and Collateral Agreement and (y) constitute Obligations, and (ii) notwithstanding the effectiveness of the terms hereof, the First Lien Guarantee and Collateral Agreement is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects.

17. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

18. Consent of the Required Lenders. The undersigned Lenders hereby consent to the Successor Agent's entry on the Termination Date (as defined in the Second Lien Termination and Release Letter, dated as of June 30, 2010, from the agent under the Second Lien Credit Agreement addressed to the Borrower) into Termination of Intercreditor Agreement by and between the Successor Agent and Lehman Commercial Paper Inc., as collateral agent under the Second Lien Credit Agreement.

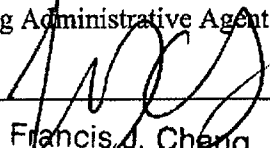
19. Entirety Agreement. This Agreement and the Loan Documents state the entire agreement and supersede all prior agreements, written or verbal, between the parties hereto with respect to the subject matter hereof and may not be amended except in writing signed by a duly authorized representative of each of the respective parties hereto. Except as expressly amended or modified hereby, the Credit Agreement and the other Loan Documents shall remain in full force and effect. For the avoidance of doubt, this Agreement shall be effective prior to the effectiveness of the Closing (as defined in the Master Restructuring Agreement by and among the Borrower, Precision Partners, Inc. and Precision Holding LLC).

20. June 30, 2010 Interest Payment. For the avoidance of doubt, any payment received on or prior to June 30, 2010, to be distributed to the Lenders by the Administrative Agent in accordance with Section 2.20(e) of the Credit Agreement, shall be distributed to the Lenders by the Existing Agent.

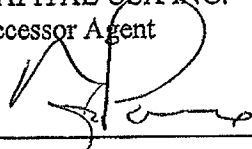
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

LEHMAN COMMERCIAL PAPER INC.
as retiring Administrative Agent

By: 
Name: _____
Title: Francis J. Cheng
Authorized Signatory

CIT CAPITAL USA INC.
as Successor Agent

By:  _____

Name: Terry Parco
Title: Vice President

Signature Page to Successor Agent Agreement

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YORK ENHANCED STRATEGIES FUND, LLC



By: _____

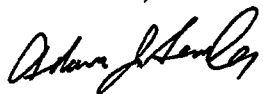
Name: Adam J. Semler

Title: COO

Signature Page to Successor Agent Agreement

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YORK CAPITAL MANAGEMENT, L.P.

By:  _____

Name: Adam J. Semler

Title: COO

Signature Page to Successor Agent Agreement

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[Each Lender to provide a signature page]

Whitehorse, IL, Ltd

By: _____

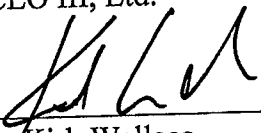
Name: Ethan Underwood

Title Portfolio Manager

Signature Page to Successor Agent Agreement

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Latitude CLO III, Ltd.

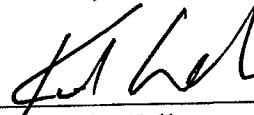
By:  _____

Name: Kirk Wallace

Title Senior Vice President

Latitude CLO I, Ltd.

By: _____




Name: Kirk Wallace

Title Senior Vice President

Signature Page to Successor Agent Agreement

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Latitude CLO II, Ltd.

By:  _____

Name: Kirk Wallace


Title Senior Vice President

ABLECO FINANCE LLC

By: 
Name: Kevin Geuda
Title: Vice Chairman

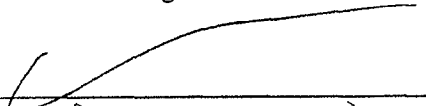
A3 FUNDING LP

By: A3 Fund Management LLC, its General Partner

By: 
Name: Kevin Geuda
Title: Vice President

A4 FUNDING LP


By: A4 Fund Management, Inc., its General Partner

By: 
Name: Kevin Geuda
Title: Vice President

CERBERUS SERIES FOUR HOLDINGS, LLC

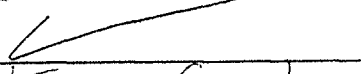
By: Cerberus Institutional Partners, L.P. - Series Four, its Managing Member

By: Cerberus Institutional Associates, L.L.C., its General Partner

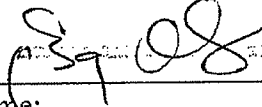
By: 
Name: Kevin Geuda
Title: Authorized Signatory

STYX INTERNATIONAL, LTD.

By: Partridge Hill Overseas Management, LLC, its Investment Manager

By: 
Name: Kevin Geuda
Title: Authorized Signatory

Oppenheimer Senior Floating Rate Fund,

By:  _____

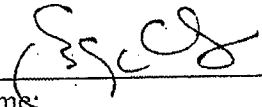
Name:
Title

Brad Hebert
AVP

Signature Page to Successor Agent Agreement

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Oppenheimer Master Loan Fund, LLC,

By:  _____

Name:

Title

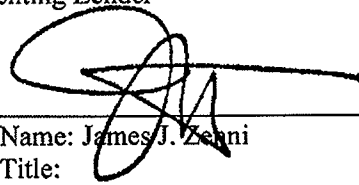
Brad Hebert
AVP

Signature Page to Successor Agent Agreement

TRADEMARK
REEL: 004235 FRAME: 0595

**Z Capital Special Situations Fund Holdings I, L.L.C.,
as Consenting Lender**

By: _____



Name: James J. Zenni

Title:

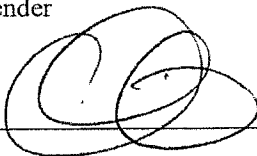
President of Z Capital Partners, L.L.C., and
managing member of Z Capital Special
Situations Fund Holdings I, L.L.C.

Signature Page to Successor Agent Agreement

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**TRADEMARK
REEL: 004235 FRAME: 0596**

Cole Brook CBNA Loan Funding LLC,
as Consenting Lender

By: 
Name: _____
Title: Adam Kaiser
ATTORNEY-IN-FACT

By: NA
Name: _____
Title: _____

AMMC CLO III, LIMITED

By: American Money Management Corp.,
as Collateral Manager

By: _____

Name: Chester M. Eng

Title Senior Vice President

Signature Page to Successor Agent Agreement

TRADEMARK
REEL: 004235 FRAME: 0598

AMMC CLO IV, LIMITED

By: American Money Management Corp.,
as Collateral Manager

By: 

Name: Chester M. Eng

Title Senior Vice President

Signature Page to Successor Agent Agreement

TRADEMARK
REEL: 004235 FRAME: 0599

AMMC CLO V, LIMITED

By: American Money Management Corp.,
as Collateral Manager

By: _____

Name: Chester M. Eng
Title Senior Vice President

Signature Page to Successor Agent Agreement

TRADEMARK
REEL: 004235 FRAME: 0600

AMMC CLO VI, LIMITED

By: American Money Management Corp.,
as Collateral Manager

By: 

Name: Chester M. Eng

Title Senior Vice President

Signature Page to Successor Agent Agreement

TRADEMARK
REEL: 004235 FRAME: 0601

AMMC VII, LIMITED

By: American Money Management Corp.,
as Collateral Manager

By: 

Name: Chester M. Eng

Title Senior Vice President

Signature Page to Successor Agent Agreement

TRADEMARK
REEL: 004235 FRAME: 0602

AMMC VIII, LIMITED

By: American Money Management Corp.,
as Collateral Manager

By: 

Name: Chester M. Eng
Title Senior Vice President

Signature Page to Successor Agent Agreement

TRADEMARK
REEL: 004235 FRAME: 0603

Duane Street CLO I, Ltd.
By: DIMaio Ahmad Capital LLC,
As Collateral Manager

as Consenting Lender

By:



Name: **Paul Travers**
Title: **Principal
Authorized Signatory**

By:

Name:
Title:

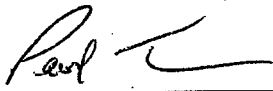
Signature Page to Successor Agent Agreement

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TRADEMARK
REEL: 004235 FRAME: 0604

Duane Street CLO III, Ltd.
By: DiMalo Ahmad Capital LLC,
As Collateral Manager

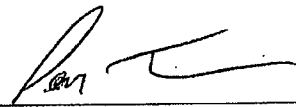
as Consenting Lender

By: 
Name: Paul Travers
Title: Principal Authorized Signatory

By: _____
Name:
Title:

Duane Street CLO IV, Ltd.
By: DiMaio Ahmad Capital LLC,
As Collateral Manager
as Consenting Lender

By:

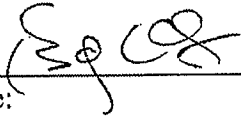


Name: Paul Travers
Title: Principal
Authorized Signatory

By:

Name:
Title:

HarbourView CLO 2006-1,

By:  _____

Name:

Title

Brad Hebert
AVP

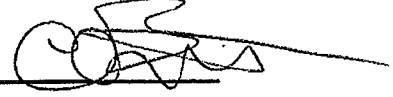
Signature Page to Successor Agent Agreement

TRADEMARK
REEL: 004235 FRAME: 0607

CIT Financial Ltd.

By: 


Name: **Richard Kinlough**
Title **Managing Director**



Evan Bennitt
Director

Signature Page to Successor Agent Agreement

CIT Capital USA Inc.

By:  _____

Name:

Title **Terry Parco**
Vice President

Signature Page to Successor Agent Agreement

TRADEMARK

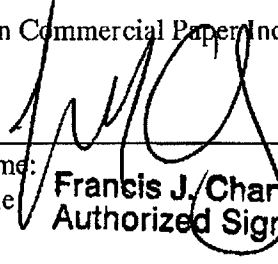
REEL: 004235 FRAME: 0609

Lehman Commercial Paper Inc.

By: _____

Name:

Title:



Francis J. Chang
Authorized Signatory

Signature Page to Successor Agent Agreement


TRADEMARK
REEL: 004235 FRAME: 0610

JFIN CLO 2007, LTD
as a Lender

By: JEFFERIES FINANCE LLC,
as Collateral Manager

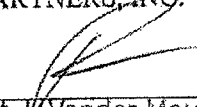
By: 
Name: E. Joseph Hess
Title: Managing Director

[Each Lender to provide a signature page]


By: 
Name: JONATHAN KOLATCH
Title DIRECTOR
REDWOOD MASTER FUND, LTD

Signature Page to Successor Agent Agreement


PRECISION PARTNERS, INC.

By: 
Name: Robert J. Vander Meulen
Title: Senior Vice President &
Chief Financial Officer

PRECISION PARTNERS HOLDING
COMPANY

By: 
Name: Robert J. Vander Meulen
Title: Senior Vice President &
Chief Financial Officer

THE ELECTROMAC GROUP, INC.

By: 
Name: Robert J. Vander Meulen
Title: Vice President

Signature Page to Successor Agent Agreement

TRADEMARK
REEL: 004235 FRAME: 0613

Schedule 1

Expenses

Payment in full of the following amounts (in the aggregate, the "Expenses"):

Amount

Costs and Expenses Payable by Borrower (the "Costs and Expenses"):

Costs and Expenses (including legal fees)	\$16,125.50
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Wire Transfer Information for the Payoff Amount:

Credit Bank: JP Morgan Chase Bank

ABA#: 021000021

For Credit To: Weil, Gotshal & Manges LLP

Account No.: 0158-37-430

Ref: 73683.4042

Schedule 2

Collateral

Pledged Stock

Grantor	Issuer	Issuer's Jurisdiction Under New York UCC Section 9-305(a)(2)	Class of Stock	Stock Certificate No.	Percentage of Shares Pledged	No. of Shares Owned
Precision Partners Holding Company	Nationwide Precision Products Corp.	New York	Common	2	100%	100
Precision Partners Holding Company	General Automation, Inc.	Illinois	Common	2	100%	100
Precision Partners Holding Company	Galaxy Industries Corporation	Michigan	Common	60	100%	7,193
Precision Partners Holding Company	Gillette Machine & Tool Co., Inc.	New York	Common	1	100%	100
Precision Partners Holding Company	Mid State Machine Products	Maine	Common	161	100%	808
Precision Partners Holding Company	Greenfield Tool & Manufacturing, Inc.	Michigan	Common	2	100%	1,000
Precision Partners Holding Company	Worldwide Precision Products Holding Company	Cayman Islands	Ordinary	1	65%	100
Precision Partners, Inc.	Precision Partners Holding Company	Delaware	Common	1	100%	100
Precision Partners Holding Company	Helio Precision Products, Inc.	Illinois	Common	4	100%	44,444
Precision Partners	Hayes Lemmerz	Delaware	Common	2	100%	1,000

Grantor	Issuer	Issuer's Jurisdiction Under New York UCC Section 9-305(a)(2)	Class of Stock	Stock Certificate No.	Percentage of Shares Pledged	No. of Shares Owned
Holding Company	International-Mexico, Inc.					
Precision Partners Holding Company	Hayes Lemmerz International-Hub and Drum, Inc.	Delaware	Common	2	100%	1,000
Precision Partners Holding Company	The Electromac Group Inc.	Ontario	Common	1	65%	81,250
Precision Partners Holding Company	The Electromac Group Inc.	Ontario	Common	2	65%	43,750
Precision Partners Holding Company	Hayes Lemmerz Mexico, S.A. de C.V.	Mexico	Common	1	65%	1
Motorwheel Commercial Vehicle Systems Mexico, Inc.	Hayes Lemmerz Mexico, S.A. de C.V.	Mexico	Common	2	65%	113,999
Motorwheel Commercial Vehicle Systems Mexico, Inc.	Hayes Lemmerz Mexico, S.A. de C.V.	Mexico	Common	3	65%	2,318,950
Motorwheel Commercial Vehicle Systems Mexico, Inc.	Hayes Lemmerz Mexico, S.A. de C.V.	Mexico	Common	4	65%	1,310,050
Precision Partners Holding Company	Berkshire Industries, Inc.	Massachusetts	Common	11	100%	1,350
Precision Partners Holding Company	Cannon Automotive Solutions - Bowling	Delaware	Common	1	100%	100

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Grantor	Issuer	Issuer's Jurisdiction Under New York UCC Section 9-305(a)(2)	Class of Stock	Stock Certificate No.	Percentage of Shares Pledged	No. of Shares Owned
	Green, Inc.					
Nationwide Precision Products Corp.	Galaxy Industries Corporation	Delaware	Common	1	100%	100
Precision Partners Holding Company	Worldwide Precision Products Holding Company II	Cayman Islands	Ordinary	1	65%	100

Pledged LLC Interests

Grantor	Issuer	Certificated (Y/N)	Certificate No. (if any)	No. of Pledged Units	% Outstanding LLC Interests of the Issuer
Precision Partners Holding Company	Frisby Acquisition, LLC	No	N/A	N/A	100%

Schedule 3

The Existing Agent shall have delivered to the Successor Agent:

- a) copies of the Loan Documents existing as of the date hereof, together with all amendments and supplements thereto;
- b) a list of all of the Lenders and their respective commitments as of the close of business on the date of this Agreement;
- c) an executed assignment of mortgage or deed of trust (as applicable and if reasonably necessary) with regard to each of the mortgages and deeds of trust in its capacity as Administrative Agent (provided, that neither the Existing Agent nor the Successor Agent shall be responsible for the form, content of any such assignments or the applicable mortgages);
- d) an executed assignment of the Deposit Account Control Agreement in its capacity as Administrative Agent (provided, that neither the Existing Agent nor the Successor Agent shall be responsible for the form, content of any such assignment);
- e) executed assignment notices to the landlords in its capacity as Administrative Agent (provided, that neither the Existing Agent nor the Successor Agent shall be responsible for the form, content of any such assignment); and

Schedule 4

Wire Instructions

JP Morgan Chase
270 Park Avenue
New York, NY 10017

Account Name: CIT Capital USA Inc.
Loan IQ USD Account

Account No.: 304-681180
Routing No.: 021000021
Swift Code: CHASUS33

**Schedule 1 – Copyrights; Patents; Trademarks; Trade Secrets; Intellectual Property
Licenses; other Intellectual Property**

Trademark Registrations

<u>Entity</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
✓ Mid State Machine Products	The Mid-State Tombstone	1,268,864	3/6/84
✓ Motorwheel Commercial Vehicle Systems, Inc.	CENTRUCAST	2,553,901	3/26/02
✓ Motorwheel Commercial Vehicle Systems, Inc. (by unrecorded assignment(s))	CENTRUCAST	Mexico, 645879	3/22/00
✓ Motorwheel Commercial Vehicle Systems, Inc.	INTRA-CAST	2,480,510	8/21/01
✓ Motorwheel Commercial Vehicle Systems, Inc.	CENTRIFUSE LITE	2,823,924	3/16/04
✓ Motorwheel Commercial Vehicle Systems, Inc.	CENTRIFUSE	2,906,812	11/30/04
✓ Motorwheel Commercial Vehicle Systems, Inc.	CENTRIFUSE	Canada, TMDA 54314	5/17/32
Motorwheel Commercial Vehicle Systems, Inc. (by unrecorded assignment(s))	CENTRIFUSE	UK, 849030	5/14/63

Motorwheel Commercial Vehicle Systems, Inc. (by unrecorded assignment(s))	CENTRIFUSE	Germany, 806535	7/18/65
Motorwheel Commercial Vehicle Systems, Inc. (by unrecorded assignment(s))	CENTRIFUSE	Australia, A180206	[TO BE COMPLETED]
Motorwheel Commercial Vehicle Systems, Inc. (by unrecorded assignment(s))	CENTRIFUSE	Italy, 455110	11/10/86
Motorwheel Commercial Vehicle Systems, Inc. (by unrecorded assignment(s))	CENTRIFUSE	Brazil, 006295894	[TO BE COMPLETED]
Motorwheel Commercial Vehicle Systems, Inc. (by unrecorded assignment(s))	CENTRIFUSE	Venezuela, P196045	[TO BE COMPLETED]
✓ Motorwheel Commercial Vehicle Systems, Inc.	MOTOR WHEEL	1,524,390	2/14/89
Helio Precision Products, Inc.	Helio Logo	Common Law Trademark	N/A
✓ Precision Partners Holding Company	Prime Precision Products	Application No. 78/772,960	12/14/05
✓ Precision Partners Holding Company	Prime Precision	U.S. Application No. 78/772,954	12/14/05

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