

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metaldyne, LLC		10/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as collateral agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3056356	HS150	
Registration Number:	3023982	METALDYNE	
Registration Number:	3023983	METALDYNE	
Registration Number:	3023984	METALDYNE	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198200		
Email:	fcutajar@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patents & Trademarks		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111779-2057		

OP \$115.00 3056356

900174998

**TRADEMARK
 REEL: 004304 FRAME: 0567**

NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	10/27/2010
Total Attachments: 4 source=TMSecurityAgreementMetaldyneToDBTCA#page1.tif source=TMSecurityAgreementMetaldyneToDBTCA#page2.tif source=TMSecurityAgreementMetaldyneToDBTCA#page3.tif source=TMSecurityAgreementMetaldyneToDBTCA#page4.tif	

TRADEMARKS SECURITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Metaldyne, LLC, a Delaware limited liability company (the "Grantor"), with principal offices at 47659 Halyard Drive, Plymouth, MI 48170, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action for past, present, or future infringement of any of the Marks or unfair competition regarding the same (collectively, this "Grant").

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of October 22, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Upon full performance of all Obligations and the termination of the Security Agreement in accordance with the terms of Section 6.14 therein, the security interest granted pursuant to this Grant shall be automatically released and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Grant by signing and delivering one or more counterparts.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of
the 22nd day of October, 2010.

METALDYNE, LLC, Grantor


By Terry Iwasaki
Name: Terry Iwasaki
Title: Chief Financial Officer

Signature Page to Grant of Security Interest in U.S. Trademarks

IN WITNESS WHEREOF, the undersigned have executed this Grant as of
the 22nd day of October, 2010.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent,

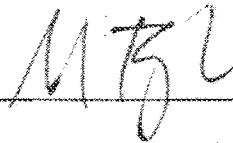
By:



Name: **Enrique Landacta**

Title: **Vice President**

By:



Name: **Marcus M. Tarkington**

Title: **Director**

Signature Page to Grant of Security Interest in U.S. Trademarks

TRADEMARK
REEL: 004304 FRAME: 0571

Schedule A to Trademark Security Agreement

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
HS150	U.S. Federal	78/349156 1/8/2004	3056356 1/31/2006	Metaldyne, LLC	Registered
METALDYNE	U.S. Federal	76/184235 12/21/2000	3023982 12/6/2005	Metaldyne, LLC	Registered
METALDYNE	U.S. Federal	76/184236 12/21/2000	3023983 12/6/2005	Metaldyne, LLC	Registered
METALDYNE	U.S. Federal	76/184237 12/21/2000	3023984 12/6/2005	Metaldyne, LLC	Registered