

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
Grede LLC		04/04/2012	LIMITED LIABILITY COMPANY: DELAWARE
Grede II LLC		04/04/2012	LIMITED LIABILITY COMPANY: DELAWARE
Grede Wisconsin Subsidiaries LLC		04/04/2012	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	135 S. LaSalle St., 9th Floor Mail Code IL4-135-09-27
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3572098	G
Registration Number:	3569730	CASTING INTEGRITY
Registration Number:	3751127	GREDE

CORRESPONDENCE DATA

Fax Number: (917)777-3906
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 735-3906
 Email: Faith.Robinson@skadden.com
 Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
 Address Line 1: Attn: John Deming, Esq.
 Address Line 2: Four Times Square

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 401180/69

NAME OF SUBMITTER: John Deming

Signature: /John Deming/

Date: 04/12/2012

Total Attachments: 6

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THE TERMS OF THIS AGREEMENT, ANY LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF APRIL 4, 2012 (THE "**INTERCREDITOR AGREEMENT**") AMONG BANK OF AMERICA, N.A., AS REVOLVING CREDIT ADMINISTRATIVE AGENT, GENERAL ELECTRIC CAPITAL CORPORATION, AS TERM LOAN ADMINISTRATIVE AGENT, GREDE LLC, GREDE II LLC AND GREDE WISCONSIN SUBSIDIARIES LLC, AS BORROWERS, AND THE OTHER LOAN PARTIES SIGNATORY THERETO, AS AMENDED FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL SUPERSEDE THE PROVISIONS OF THIS AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of April 4, 2012, is entered into among **GREDE LLC, GREDE II LLC, GREDE WISCONSIN SUBSIDIARIES LLC**, and **BANK OF AMERICA, N.A.**, as agent for the Secured Parties (in such capacity, together with any successor agent, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Second Amended and Restated Loan and Guaranty Agreement, dated as of April 4, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among **GREDE LLC**, a Delaware limited liability company ("**Grede**"), **GREDE II LLC**, a Delaware limited liability company ("**Grede II**"), certain Subsidiaries of Grede II (the "**Grede II Subsidiaries**"), and together with Grede and Grede II, collectively, "**Borrowers**" and individually, a "**Borrower**"), **GREDE HOLDINGS LLC**, a Delaware limited liability company ("**Holdings**"), the financial institutions party to the Loan Agreement from time to time as lenders (collectively, "**Lenders**"), the Agent and the other agents party thereto, the Lenders have agreed to provide a credit facility to Borrowers;

WHEREAS, pursuant to the terms of that certain Amended and Restated Pledge and Security Agreement, dated as of April 4, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Borrowers, the other Grantors listed on the signature pages thereof (the Borrowers and the Persons so listed being, collectively, the "**Grantors**"), and the Agent, to secure the prompt payment and performance of all Secured Obligations (as defined in the Security Agreement), each Grantor granted to the Agent a continuing security interest and Lien (as defined in the Loan Agreement) upon all personal property of such Grantor, whether tangible or intangible, (collectively referred to as the Collateral

(as defined in the Security Agreement)), including the Trademark Collateral (as defined below), whether then owned or thereafter acquired, and wherever located; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants, mortgages, pledges and hypothecates to Agent a continuing security interest in and Lien upon the following whether now owned or hereafter acquired, and wherever located (collectively, the “**Trademark Collateral**”):

(i) all United States, State and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) the goodwill of the business symbolized thereby, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill, (v) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof;

provided that the security interest granted under Section 2 hereof shall not attach to, and the term “Trademark Collateral” shall not include any applications for trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), only to the extent that the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of the trademarks matured from such application or rights hereunder and only until evidence of the use of such trademarks in commerce, as defined in 15 U.S.C. Section 1127, is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), following which filing all such applications shall automatically become Trademark Collateral.

Section 3. Security for Obligations

Section 3.1 of the Security Agreement is hereby incorporated herein and made a part hereof.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Termination

Upon the payment in full of the Secured Obligations, the cancellation or termination of the commitments and any other contingent obligation included in the Secured Obligations, and termination of this Agreement, the Agent shall execute, acknowledge, and deliver to the Grantors proper documents and instruments acknowledging the release of the Lien and security interest in the Trademark Collateral under this Agreement.

Section 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

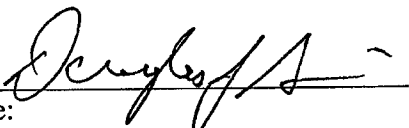
Section 7. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Agreement.

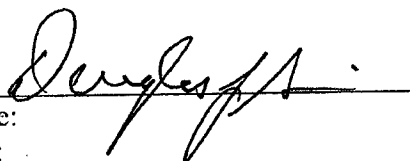
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first written above.

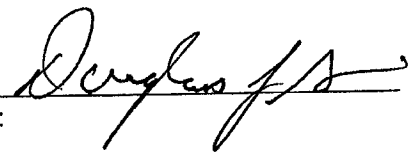
GREDE LLC,
as a Grantor

By: 
Name:
Title:

GREDE II LLC,
as a Grantor

By: 
Name:
Title:

GREDE WISCONSIN SUBSIDIARIES LLC,
as a Grantor

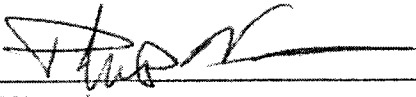
By: 
Name:
Title:

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004755 FRAME: 0810


ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: **Philip Nomura**
Title: **Senior Vice President**

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

A. U.S. REGISTERED TRADEMARKS

Mark	Reg. #	Reg. Date	Serial #	Filing Date	Owner
	3,572,098	2/10/2009	77/507,591	6/25/2008	Grede LLC
CASTING INTEGRITY	3,569,730	2/3/2009	77/506,160	6/24/2008	Grede LLC
GREDE	3,751,127	2/3/2010	77/501,845	6/18/2008	Grede LLC

B. STATE TRADEMARK REGISTRATIONS

Mark	Reg. Date	Jurisdiction	Owner
BERLIN FOUNDRY	3/29/2006	Wisconsin	Grede Wisconsin Subsidiaries LLC

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