

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cloyes Gear and Products, Inc.		10/05/2012	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1370932	CLOYES
Registration Number:	1380128	CLOYES
Registration Number:	2068437	D
Registration Number:	3587888	DYNAGEAR
Registration Number:	1755179	HEX-A-JUST
Registration Number:	1198608	PLUS
Registration Number:	3566995	QUICK ADJUST
Registration Number:	1995236	STIFFBACK
Registration Number:	2191699	THE FULL LINE MANUFACTURER
Registration Number:	1198609	TRUE

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

F141592

NAME OF SUBMITTER:

Karen S. Cottrell

Signature:

/Karen S. Cottrell/

Date:

10/08/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT dated as of October 5, 2012, between CLOYES GEAR AND PRODUCTS, INC., an Ohio corporation (the "**Grantor**"), and GOLDMAN SACHS BANK USA, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of Trademark licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ASP HHI Acquisition Co., Inc., (the "**Borrower**"), ASP HHI Intermediate Holdings II, Inc., the Lenders party thereto, and Goldman Sachs Bank USA, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement dated as of October 5, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to (i) a Security Agreement dated as of October 5, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") among the Borrower, the Guarantors party thereto and Goldman Sachs Bank USA, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**") and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured its guarantee of certain obligations of the Borrower (the "**Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor's Secured Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in

Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all Proceeds of and revenues from the foregoing;

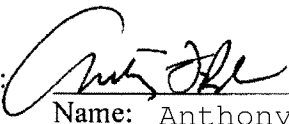
provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are 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 conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

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

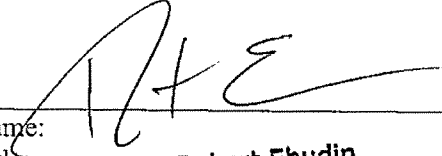
CLOYES GEAR AND PRODUCTS, INC.

By: 
Name: Anthony Blake
Title: Vice President and Treasurer

Acknowledged:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By:


Name: _____

Title:

Robert Ehudin
Authorized Signatory

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004875 FRAME: 0808

**Schedule 1
to Trademark Security Agreement**

CLOYES GEAR AND PRODUCTS, INC

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Cloyes Gear and Products, Inc.

Trademark	Registration or Filing Date	Registration No. (Application No.)
CLOYES	11/19/85	1370932
CLOYES AND DESIGN	1/28/86	1380128
D-DESIGN	6/10/97	2068437
DYNAGEAR	3/10/09	3587888
HEX-A-JUST	3/2/93	1755179
PLUS*	6/22/82*	1198608*
QUICK ADJUST	1/27/09	3566995
STIFFBACK	8/20/96	1995236
THE FULL LINE MANUFACTURER	9/29/98	2191699
TRUE	6/22/82	1198609

* Renewal of the U.S. trademark "PLUS" (registration number 1198608) owned by Cloyes Gear and Products, Inc. was due on June 22, 2012. For business reasons, Cloyes declined to pursue renewal of that trademark, which can still be filed any time prior to December 22, 2012.

U.S. TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
Trademark License Agreement	Cloyes Gear and Products, Inc. / Melling	May 15, 2003	License to use U.S. trademark No. 2,438, 540 for "DYNAGEAR" for use in connection with the manufacture, distribution, sale, and advertising of oil pumps in the U.S. and Mexico
Manufacturer's Trademark License Agreement	National Automotive Parts Association/Cloyes Gear & Products, Inc.	October 6, 2004	License to use U.S. trademarks for "NAPA" and "NAPA and Design" for use in association with certain products