

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLOYES GEAR AND PRODUCTS, INC.		10/20/2014	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:	CHARTERED 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:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049646-0239		

OP \$265.00 1370932

NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	10/20/2014
Total Attachments: 8 source=MPG - Trademark Security Agreement#page1.tif source=MPG - Trademark Security Agreement#page2.tif source=MPG - Trademark Security Agreement#page3.tif source=MPG - Trademark Security Agreement#page4.tif source=MPG - Trademark Security Agreement#page5.tif source=MPG - Trademark Security Agreement#page6.tif source=MPG - Trademark Security Agreement#page7.tif source=MPG - Trademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of October 20, 2014, between **CLOYES GEAR AND PRODUCTS, INC.**, an Ohio corporation ("*Cloyes*"), **KYKLOS BEARING INTERNATIONAL, LLC**, a Delaware limited liability company ("*Kyklos*") and **METALDYNE, LLC**, a Delaware limited liability company ("*Metaldyne*" and together with Cloyes and Kyklos, each a "*Grantor*" and collectively, the "*Grantors*"), and **GOLDMAN SACHS BANK USA**, as Collateral Agent.

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

WHEREAS, MPG Holdco I Inc. (the "*Borrower*"), Metaldyne Performance Group Inc. ("*Holdings*"), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Goldman Sachs Bank USA, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement, dated as of the date hereof (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 the date hereof (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), each 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 such Grantor, including all right, title and interest of such 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, such Grantor hereby grants to the Grantee, to secure such Grantor's Secured Guarantee, a continuing security interest in all of such 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 such 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 such 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 each Grantor to the Grantee pursuant to the Security Agreement. Each 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.

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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.

KYKLOS BEARING INTERNATIONAL, LLC

By:

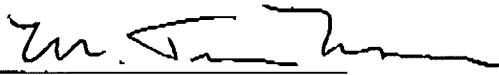


Name: George Thanopoulos
Title: President and Chief Executive Officer

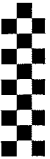
[Signature Page to Trademark Security Agreement]

TRADEMARK
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CLOYES GEAR AND PRODUCTS, INC.

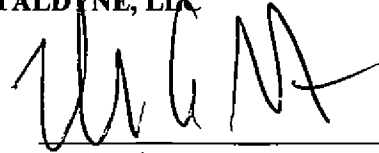
By: 
Name: M. Trevor Myers
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]



METALDYNE, LLC

By:

A handwritten signature in black ink, appearing to read 'T. Amato', written over a horizontal line.

Name: Thomas A. Amato

Title: President and Chief Executive Officer

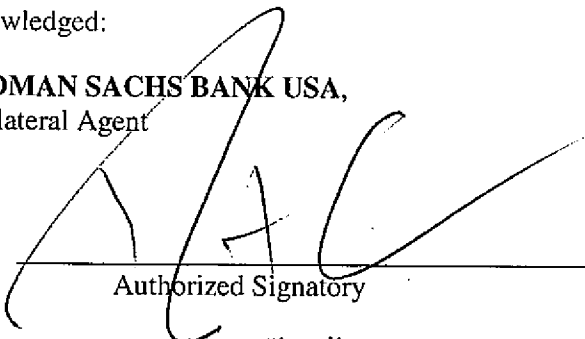
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005384 FRAME: 0278

Acknowledged:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By:

A large, stylized handwritten signature in black ink, appearing to be 'REH', is written over a horizontal line. The signature is fluid and cursive.

Authorized Signatory

Robert Ehudin
Authorized Signatory


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005384 FRAME: 0279

**Schedule 1
to Trademark Security Agreement**

TRADEMARKS

Grantor	Title	Filing Date/Issued Date	Status (Application/Registered)	Application/Registration No.
Cloyes Gear and Products, Inc.	CLOYES	May 3, 1985 / November 19, 1985	Registered	73/535649 / 1370932
Cloyes Gear and Products, Inc.		July 1, 1985 / January 28, 1986	Registered	73/545801 / 1380128
Cloyes Gear and Products, Inc.	D-DESIGN 	July 24, 1995 / June 10, 1997	Registered	74/705124 / 2068437
Cloyes Gear and Products, Inc.	DYNAGEAR	May 8, 2007 / March 10, 2009	Registered	77/175715 / 3587888
Cloyes Gear and Products, Inc.	HEX-A-JUST	May 22, 1992 / March 2, 1993	Registered	74/278857 / 1755179
Cloyes Gear and Products, Inc.	PLUS	August 22, 1980 / June 22, 1982	Registered	73/275221 / 1198608
Cloyes Gear and Products, Inc.	QUICK ADJUST	May 29, 2008 / January 27, 2009	Registered	77/486252 / 3566995
Cloyes Gear and Products, Inc.	STIFFBACK	July 24, 1995 / August 20, 1996	Registered	74/705125 / 1995236
Cloyes Gear and Products, Inc.	THE FULL LINE MANUFACTURER	July 24, 1995 / September 29, 1998	Registered	74/705128 / 2191699
Cloyes Gear and Products, Inc.	TRUE	August 22, 1980 / June 22, 1980	Registered	73/275222 / 1198609
Kyklos Bearing	NDH	May 16, 1967 / July	Registered	72/271614 /

International, LLC		9, 1968		852267
Kyklos Bearing International, LLC	KBI AND DESIGN 	April 2, 2008 / June 23, 2009	Registered	77/437885 / 3644615
Kyklos Bearing International, LLC	KBI	April 2, 2008 / June 23, 2009	Registered	77/437896 / 3644616
Metaldyne, LLC	HS 150	January 8, 2004 / January 31, 2006	Registered	78/349156/ 3056356
Metaldyne, LLC	METALDYNE	December 21, 2000 / December 6, 2005	Registered	76/184235 / 3023982
Metaldyne, LLC	METALDYNE	December 21, 2000 / December 6, 2005	Registered	76/184236/ 3023983
Metaldyne, LLC	METALDYNE	December 12, 2000 / December 6, 2005	Registered	76/184237/ 3023984

TRADEMARK LICENSES

Grantor	Name of Agreement	Licensor/Licensee	Date of Agreement	Subject Matter
Cloyes Gear and Products, Inc.	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
Cloyes Gear and Products, Inc.	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