

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as Agent		04/06/2017	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Grede LLC		
Street Address:	4000 Town Center		
Internal Address:	Suite 500		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48075		
Entity Type:	Limited Liability Company: DELAWARE		
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:	2127514864		
<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>			
Phone:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
Address Line 1:	885 THIRD AVENUE		
Address Line 2:	SUITE 1000		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	0494646-0239		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	04/06/2017		
Total Attachments: 4			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of April 6, 2017 and granted by **GOLDMAN SACHS BANK USA** in its capacity as administrative agent and collateral agent for the Secured Parties (together with successors and assigns in such capacity, the “Agent”) in favor of **GREDE LLC**, a Delaware limited liability company, (the “Grantor”). Capitalized terms used herein have the meanings attributed thereto in the Credit Agreement unless otherwise defined herein.

WHEREAS, pursuant to that certain credit agreement among MPG Holdco I (the “Borrower”), Metaldyne Performance Group Inc., certain Subsidiaries party thereto from time to time, the Lenders party thereto and the Agent dated as October 20, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Grantor executed and delivered to the Agent that certain trademark security agreement, dated as of January 5, 2015 between the Grantor and the Agent, (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office (the “USPTO”) on January 9, 2015 at Reel 5437 Frame 0566 the Grantor pledged to the Agent a continuing security interest in all of its right, title and interest in and to the Trademark Collateral; and

WHEREAS, the Borrower has repaid the Credit Agreement, as described in the Payoff Letter dated April 6, 2017, executed by the Agent and acknowledged by the Borrower (the “Payoff Letter”), and has satisfied all Obligations thereunder, and the Agent has agreed to release its security interest in and lien on the Trademark Collateral.

NOW, THEREFORE, in acknowledgement that the Credit Agreement has been repaid in its entirety and the Grantor has satisfied all Obligations thereunder, the Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has in and to the Trademark Collateral, including, without limitation, the Trademark Collateral set forth on Schedule I hereto, together with the goodwill associated therewith, in each case without warranty or recourse.

If and to the extent the Agent has acquired any right, title or interest in, to or under any of the Trademark Collateral, the Agent hereby assigns, transfers, conveys and delivers such right, title or interest to the Grantor.

The Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release. The Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Release.


This Release shall be construed in accordance with and governed by the law of the State of New York.

(Signature page follows)

IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOLDMAN SACHS BANK USA, as Agent

By:



Name:

Title:

Gabriel Jacobson
Authorized Signatory

SCHEDULE I
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS
TRADEMARKS

Grantor	Title	Filing Date/Issued Date	Status (Application/Registered)	Application/Registration No.
Grede LLC	G (stylized & design)	February 10, 2009	Registered	3572098
Grede LLC	CASTING INTEGRITY	February 3, 2009	Registered	3569730
Grede LLC	GREDE	February 23, 2010	Registered	3751127