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Form PTO-1594

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Tab settings

REC TF

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

WAGNER CASTINGS COMPANY

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amended and Restated Agreement
- Merger
- Change of Name

Execution Date: 1/8/2004

2. Name and address of receiving party(ies)

Name: THE BANK OF NOVA SCOTIA

Internal

Address:

Street Address: 600 Peachtree Street, N.E.

City: Atlanta State: GA Zip: 30308

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Canadian Chartered Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
2004 APR - 1 AM 9:03

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1536785 and 1007273

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Douglas M. Eveleigh

Internal Address: Mayer Brown Rowe & Maw LLP

(C. Dore 03053850)

Street Address: P.O. Box 2828

City: Chicago State: IL Zip: 60690-2828

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-0019

DO NOT USE THIS SPACE

9. Signature.

Douglas M. Eveleigh

Name of Person Signing

Douglas M. Eveleigh
Signature

3/31/2004

Date

04/05/2004 BBYRHE 00000051 1536785

Total number of pages including cover sheet, attachments, and document: 7

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

FIRST AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

This FIRST AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 8, 2004, is made between WAGNER CASTINGS COMPANY, a Delaware corporation (the "Grantor"), and THE BANK OF NOVA SCOTIA, as collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Amended and Restated Credit Agreement dated as of January 8, 2004 (as the same may hereafter be further amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among various parties, including Internet Corporation as the Borrower, the "Lenders" thereunder and Scotia Capital, as administrative and collateral agent, such Lenders have agreed to make certain financial accommodations to the Borrower and are amending and restating the \$225,000,000 Five-Year Credit Agreement dated as of November 5, 1999, as amended through the Eighth Amendment dated as of December 19, 2003 (the "Prior Loan Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a First Amended and Restated Subsidiary Pledge and Security Agreement, dated as of January 8, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), which amended and restated the Subsidiary Pledge and Security Agreement dated as of July 17, 2001 (the "Prior Security Agreement") executed and delivered by the Grantor in connection with the Prior Loan Agreement;

WHEREAS, pursuant to the Prior Security Agreement the Grantor granted a security interest in all of its Trademark Collateral (as defined below) to secure all Secured Obligations (as such term is defined therein) and executed and recorded that certain Trademark Security Agreement dated as of July 17, 2001 (the "Existing Trademark Security Agreement") in connection therewith;

WHEREAS, pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement, which shall amend and restate the Existing Trademark Security Agreement in its entirety with the terms contained herein, to secure all Secured Obligations;

WHEREAS, the Grantor intends that this Agreement not effect a novation of its obligations under the Existing Trademark Security Agreement, but merely a restatement and where applicable an amendment to the terms governing such obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges, hypothecates, charges, mortgages and collaterally assigns to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest in and to the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to

such contract, instrument, license or other document the right to terminate its obligations thereunder unless and until any required consents shall have been obtained.

Nothing contained in this Agreement shall be construed to release, cancel, terminate or otherwise affect adversely all or any part of the security interest in the Trademark Collateral granted under the Existing Trademark Security Agreement, which security interest has been continued and confirmed by the Grantor hereunder.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) a Permitted Asset Sale of Trademark Collateral and (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such terminated Trademark Collateral (in the case of clause (i)) or (B) all terminated Trademark Collateral (in the case of clause (ii)). Upon any such termination, the Collateral Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all terminated Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.


SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Credit Document. This Agreement is a "Credit Document" executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

WAGNER CASTINGS COMPANY

By 
Name Printed: Alan J. Miller
Title: Vice President and Secretary

THE BANK OF NOVA SCOTIA,
as Collateral Agent

By _____
Name Printed:
Title:

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

WAGNER CASTINGS COMPANY

By _____
Name Printed:
Title:

THE BANK OF NOVA SCOTIA,
as Collateral Agent

By *V. Gibson*
Name Printed:
Title: **V. Gibson, Assistant Agent**

SCHEDULE I
to First Amended and Restated
Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	WAGNER and Design	1,536,785	April 25, 1989
USA	WA Stylized Letters	1,007,273	March 25, 1975

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
	None		

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
	None			

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
	None				