

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Internet Corporation		11/09/2005	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Goldman Sachs Credit Partners L.P., as Colleral Agent
<b>Street Address:</b>	85 Broad Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10004
<b>Entity Type:</b>	LIMITED PARTNERSHIP:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2912991	INTERMET
Serial Number:	78293883	INTERMET
Serial Number:	78289474	PC PC
Serial Number:	78289462	BLUE
Serial Number:	78180057	BLUE SAND
Serial Number:	78180046	PCPC

**CORRESPONDENCE DATA**

**Fax Number:** (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 202-783-2700  
**Email:** pagodoa@federalresearch.com  
**Correspondent Name:** CBCInnovis dba Federal Research  
**Address Line 1:** 1023 Fifteenth Street, NW, Suite 401  
**Address Line 2:** attn: Penelope J.A. Agodoa  
**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20005

CH \$165.00 2912991

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/12/2005
Total Attachments: 8 source=347046#page1.tif source=347046#page2.tif source=347046#page3.tif source=347046#page4.tif source=347046#page5.tif source=347046#page6.tif source=347046#page7.tif source=347046#page8.tif	

**PATENT AND TRADEMARK SECURITY  
AGREEMENT** (this “**Agreement**”), dated as of November 9,  
2005, among **INTERMET CORPORATION** (the “**Company**”) and  
**GOLDMAN SACHS CREDIT PARTNERS L.P.** as Collateral Agent (the “**Collateral Agent**”).

Reference is made to (i) the First Lien Term Loan, Letter of Credit and Guarantee Agreement dated as of November 9, 2005 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Company, certain subsidiaries of the Company party thereto, the lenders from time to time party thereto (the “**Lenders**”) and Goldman Sachs Credit Partners L.P. as Lead Arranger, Syndication Agent, Administrative Agent and Collateral Agent and (ii) the Pledge and Security Agreement (First Lien Term Loan, Letter of Credit and Guarantee Agreement) dated as of November 9, 2005 (as amended, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), among the Company, the subsidiaries of the Company party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Pledge and Security Agreement. The rules of construction specified in Section 1.2 of the Pledge and Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest in Patent. As security for the payment or performance, as the case may be, in full of the Obligations, the Company, pursuant to the Pledge and Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I (the “**Patents**”), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Grant of Security Interest in Trademark. As security for the payment or performance, as the case may be, in full of the Obligations, the Company, pursuant to the Pledge and Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the “**Trademarks**”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 4. Pledge and Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Pledge and Security Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**INTERMET CORPORATION,**

by



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Name: Alan J. Miller

Title: Vice President

First Lien Term Patent/Trademark Signature Page

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**TRADEMARK**  
**REEL: 003209 FRAME: 0267**

**GOLDMAN SACHS CREDIT  
PARTNERS L.P., as Collateral Agent**

by Walter A Jackson  
Authorized Signatory

Schedule I

I. Patents

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Date Filed</u>
Internet Corporation	pending	10/655,237	09/04/03

Schedule II

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Internet Corporation	Internet	2912991	12/21/04

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
Internet Corporation	INTERMET	78/293,883	08/29/03
Internet Corporation	PC & Design	78/289,474	08/19/03
Internet Corporation	BLUE & Design	78/289,462	08/19/03
Internet Corporation	BLUE SAND	78/180,057	10/30/02
Internet Corporation	PCPC	78/180,046	10/30/02

First Lien Term Patent/Trademark Signature Page

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