

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Autocam Corporation		12/22/2005	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc. as first lien collateral agent
Street Address:	390 Greenwich Street
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: NEW YORK

Name:	The Bank of New York as second lien collateral agent
Street Address:	600 East Las Colinas Boulevard
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1740888	AUTOCAM
Registration Number:	2999530	AUTOCAM
Registration Number:	2898652	AUTOCAM

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (213) 430-6069

CH \$90.00 1740888

Email: kwells@omm.com
Correspondent Name: Kevin Wells
Address Line 1: 400 S. Hope Street
Address Line 2: 18th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:	317,790-167
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NAME OF SUBMITTER:	Kevin Tanji
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Signature:	/Kevin Tanji/
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Date:	12/23/2005
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Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 22, 2005 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**INTERCREDITOR AGREEMENT**”), BY AND AMONG AUTOCAM CORPORATION, A MICHIGAN CORPORATION, CITICORP NORTH AMERICA, INC., AS FIRST LIEN COLLATERAL AGENT, THE BANK OF NEW YORK, AS SECOND LIEN COLLATERAL AGENT, AND CERTAIN OTHER PERSONS PARTY THERETO OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS GRANT OF TRADEMARK SECURITY INTEREST, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL AS BETWEEN THE FIRST LIEN COLLATERAL AGENT AND THE COLLATERAL AGENT.

WHEREAS, AUTOCAM CORPORATION, a Michigan corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor and Titan Holdings, Inc., a Delaware corporation, have entered into a Term Loan and Guaranty Agreement dated as of December 22, 2005 (said Term Loan and Guaranty Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), Goldman Sachs Credit Partners L.P., as Syndication Agent, and The Bank of New York, as Administrative Agent and Collateral Agent for the Lenders pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more interest rate swap agreement or currency swap agreement or other similar agreements or arrangements (collectively, the “**Hedge Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Hedge Agreements are entered into (in such capacity, collectively, “**Lender Counterparties**”); and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement dated as of December 22, 2005 (said Pledge and Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”); the capitalized terms used in this Grant of Trademark Security Interest not otherwise defined herein shall have the respective meanings given to such terms in the Security Agreement), among Grantor, Collateral Agent and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of

which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (a) the registrations and applications referred to in Schedule A annexed hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and


(ii) all proceeds, products, accessions, rents and profits of or from any and all of the foregoing Trademark Collateral, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of 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 are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of December, 2005.

AUTOCAM CORPORATION

By: 
Name: Warren A Veltman
Title: Chief Financial Officer

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Trademarks:

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Autocam Corporation	Autocam and Design	1740888	12/22/92
Autocam Corporation	Autocam	2999530	09/27/05
Autocam Corporation	Autocam and Design	2898652	11/02/04