

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amendment to Patent, Trademark and Copyright Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brittany Stamping LLC		02/10/2006	LIMITED LIABILITY COMPANY: DELAWARE
Duffy Tool & Stamping, Ltd.		02/10/2006	LIMITED LIABILITY COMPANY: OHIO
Sovereign Tool & Engineering, Ltd.		02/10/2006	LIMITED LIABILITY COMPANY: OHIO
Bettcher Manufacturing, LLC		02/10/2006	LIMITED LIABILITY COMPANY: OHIO
Great Lakes Castings LLC		02/10/2006	LIMITED LIABILITY COMPANY: DELAWARE
Payne Investment Company LLC		02/10/2006	LIMITED LIABILITY COMPANY: DELAWARE
Robinson Ransbottom Pottery Company LLC		02/10/2006	LIMITED LIABILITY COMPANY: DELAWARE
Stanhope Products Company LLC		02/10/2006	LIMITED LIABILITY COMPANY: OHIO
Flow Dry Technology Ltd.		02/10/2006	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	249 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	Bank:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2144733	

CH \$65.00 2144733

Registration Number:

2639361

ROBINSON RANSBOTTOM

CORRESPONDENCE DATA

Fax Number: (412)562-1041

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 412-562-1637

Email: cremonesevj@bipc.com

Correspondent Name: Michael L. Dever

Address Line 1: 301 Grant Street

Address Line 2: 20th Floor

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:

0011046-301247

NAME OF SUBMITTER:

Michael L. Dever

Signature:

/Michael L. Dever/

Date:

02/22/2006

Total Attachments: 8

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**SECOND AMENDMENT TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT dated effective as of February 10, 2006 (the "Amendment"), is made by and among **BRITTANY STAMPING LLC**, a Delaware limited liability company ("Brittany"), **DUFFY TOOL & STAMPING, LTD.**, an Ohio limited liability company ("Duffy Tool"), **SOVEREIGN TOOL & ENGINEERING, LTD.**, an Ohio limited liability company ("Sovereign"), **BETTCHER MANUFACTURING, LLC**, an Ohio limited liability company ("Bettcher"), **GREAT LAKES CASTINGS LLC**, a Delaware limited liability company ("GLCC"), **PAYNE INVESTMENT COMPANY LLC**, a Delaware limited liability company ("Payne"), **ROBINSON RANSBOTTOM POTTERY COMPANY LLC**, a Delaware limited liability company ("RRPC"), **STANHOPE PRODUCTS COMPANY LLC**, an Ohio limited liability company ("Stanhope"), and **FLOW DRY TECHNOLOGY LTD.**, an Ohio limited liability company ("Flow Dry US"; Brittany, Duffy Tool, Sovereign, Bettcher, Payne, Stanhope, GLCC, RRPC and Flow Dry US, being each referred to herein as a "Pledgor" and collectively as "Pledgors") and **PNC BANK, NATIONAL ASSOCIATION**, as Agent for the Lenders as defined herein (the "Agent").

RECITALS:

A. Brittany, as successor-by-merger to Brittany Corporation, Duffy Tool, as-successor-by-merger to each of Duffy Holding, Inc. and Duffy Tool & Stamping International, Inc., GLCC, as successor-by-merger to Great Lakes Castings Corporation, Payne, as successor-by-merger to The Payne Investment Company, RRPC, as successor-by-merger to Robinson-Ransbottom Pottery Company, Stanhope, as successor-by-merger to Stanhope Products Company, and the other parties hereto are parties to that certain Patent, Trademark and Copyright Security Agreement dated as of July 28, 2003 as amended by that certain First Amendment to Patent, Trademark and Copyright Security Agreement dated as of June 30, 2004 (as so amended, the "Patent, Trademark and Copyright Security Agreement").

B. The Patent, Trademark and Copyright Security Agreement secures, in part, the Debt (as defined therein) in connection with that certain Revolving Credit, Term Loan and Security Agreement dated as of July 28, 2003, as amended by a First Amendment thereto dated as of June 30, 2004, and a Second Amendment thereto dated as of March 21, 2005, among the Pledgors and the other Borrowers party thereto (the "Borrowers"), the Lenders party thereto and the Agent (collectively, "Existing Credit Agreement").

C. The Pledgors and the other Borrowers have entered into that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of February 10, 2006 with the Agent and the Lenders party thereto (the "Lenders") (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement").

D. As a condition precedent to the Lenders' entering into the Credit Agreement, the Lenders require the execution and delivery by the Pledgors of this Amendment.

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. Definitions.

Defined terms used herein unless otherwise defined herein shall have the meanings ascribed to them in the Patent, Trademark and Copyright Security Agreement.

2. Amendment of Patent, Trademark and Copyright Security Agreement

A. Amendment of Definition. The following definitions in the Patent, Trademark and Copyright Security Agreement are hereby amended and restated as follows:

(i) "Pledgor" or "Pledgors" shall have the meaning set forth in the preamble to this Amendment and shall extend to all permitted successors and assigns of such Persons.

(ii) "Credit Agreement" shall mean that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of February 10, 2006 among the Pledgors and the other Borrowers party thereto, the Lenders party thereto and the Agent (as the same may hereafter be amended, restated, modified or supplemented from time to time).

B. Amendment to Annex A. Annex A to the Patent, Trademark and Copyright Security Agreement is hereby amended to substitute the following descriptions of Patents, Trademarks and Copyrights for the descriptions of the corresponding Patents, Trademarks and Copyrights (as identified by "Reg. No." and "Mark") listed on Annex A under the heading "Trademarks":

<u>Reg. No.</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Issued Date</u>	<u>Owner</u>
2144733	CROWN DESIGN		3/17/98	Robinson Ransbottom Pottery Company LLC
2639361	ROBINSON RANSBOTTOM		10/22/02	Robinson Ransbottom Pottery Company LLC
30278	CROWN DESIGN (Canadian Registration)		1/31/22	Robinson Ransbottom Pottery Company LLC

3. Representations and Warranties. The Pledgors hereby represent and warrant to the Agent as follows:

A. The representations and warranties of the Pledgors contained in the Patent, Trademark and Copyright Security Agreement are true and correct on and as of the date hereof with the same force and effect as though made by the Pledgors on such date, except to the extent that any such representation or warranty expressly relates solely to a previous date; and

B. The Pledgors are in compliance with all terms, conditions, provisions, and covenants contained in the Patent, Trademark and Copyright Security Agreement, and the execution, delivery, and performance of this Amendment have been duly authorized by all necessary corporate action, require no governmental approval, and will neither contravene, conflict with, nor result in the breach of any law, charter, articles, or certificate of incorporation, bylaws, or agreement governing or binding upon the Pledgors or any of their respective property.

4. Conditions of Effectiveness of this Amendment. The effectiveness of this Amendment is expressly conditioned upon satisfaction of each of the following conditions precedent:

A. The Pledgors shall pay the costs and expenses of the Agent, including without limitation, reasonable fees of the Agent's counsel in connection with this Amendment.

B. The Pledgors shall have executed and delivered, and caused the Mezzanine Lender to execute and deliver, an amendatory letter or other instrument satisfactory to the Agent which shall amend or modify the Senior Documents in the same manner as the Patent, Trademark and Copyright Security Agreement is amended hereby.

C. All legal details and proceedings in connection with the transactions contemplated by this Amendment shall be in form and substance satisfactory to the Agent, and the Agent shall have received from the Pledgors all such other counterpart originals or certified or other copies of such documents and proceedings in connection with such transactions, in form and substance satisfactory to the Agent.

D. No Default or Event of Default has occurred and is continuing, and Pledgors by executing this Amendment confirms the same and also confirms the accuracy of the representations and warranties in Section 3 above.

5. Force and Effect. Pledgors reconfirm, restate, and ratify the Patent, Trademark and Copyright Security Agreement, the Transaction Documents and all other documents executed in connection therewith except to the extent any such documents are expressly modified by this Amendment and Pledgors confirm that all such documents have remained in full force and effect since the date of their execution.

6. Governing Law. This Amendment shall be deemed to be a contract under the laws of the State of Ohio and for all purposes shall be governed by and construed and enforced in accordance with the internal laws of the State of Ohio without regard to its conflict of laws principles.

7. Counterparts. This Amendment may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Effective Date. This Amendment shall be effective as of and shall be dated as of the date of satisfaction of all conditions set forth in Section 5 of this Amendment.

9. Acknowledgement. The Agent expressly reserves any and all rights and remedies available to them under the Transaction Documents or any other documents or at law or in equity otherwise with respect to any such noncompliance or Event of Default.

[SIGNATURES BEGIN ON NEXT PAGE]

**[SIGNATURE PAGE 1 OF 4 TO SECOND AMENDMENT TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have executed this Amendment as of the date first above written.

BRITTANY STAMPING LLC

By:  [Seal]

Name: James C. Boldt
Title: Executive Vice President and CFO
Address: Terminal Tower, Suite 2900
50 Public Square
Cleveland, OH 44114

DUFFY TOOL & STAMPING, LTD.

By:  [Seal]

Name: James C. Boldt
Title: Treasurer
Address: Terminal Tower, Suite 2900
50 Public Square
Cleveland, OH 44114

BETTCHEER MANUFACTURING, LLC

By:  [Seal]

Name: James C. Boldt
Title: Treasurer
Address: Terminal Tower, Suite 2900
50 Public Square
Cleveland, OH 44114

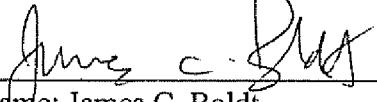
GREAT LAKES CASTINGS LLC

By:  [Seal]

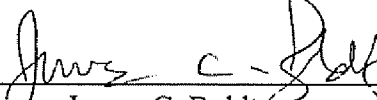
Name: James C. Boldt
Title: Treasurer
Address: Terminal Tower, Suite 2900
50 Public Square
Cleveland, OH 44114

**[SIGNATURE PAGE 2 OF 4 TO SECOND AMENDMENT TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

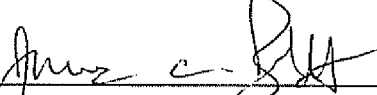
SOVEREIGN TOOL & ENGINEERING, LTD.

By:  [Seal]
Name: James C. Boldt
Title: Treasurer
Address: Terminal Tower, Suite 2900
50 Public Square
Cleveland, OH 44114

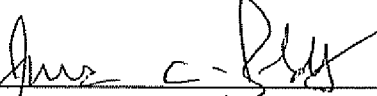
STANHOPE PRODUCTS COMPANY LLC

By:  [Seal]
Name: James C. Boldt
Title: Vice Chairman
Address: Terminal Tower, Suite 2900
50 Public Square
Cleveland, OH 44114

FLOW DRY TECHNOLOGY LTD

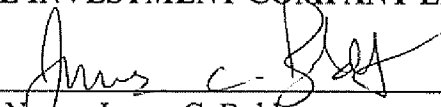
By:  [Seal]
Name: James C. Boldt
Title: Treasurer
Address: Terminal Tower, Suite 2900
50 Public Square
Cleveland, OH 44114

**ROBINSON RANSBOTTOM POTTERY
COMPANY LLC**

By:  [Seal]
Name: James C. Boldt
Title: Treasurer
Address: Terminal Tower, Suite 2900
50 Public Square
Cleveland, OH 44114

**[SIGNATURE PAGE 3 OF 4 TO SECOND AMENDMENT TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

PAYNE INVESTMENT COMPANY LLC

By:  [Seal]

Name: James C. Boldt

Title: Vice President

Address: Terminal Tower, Suite 2900
50 Public Square
Cleveland, OH 44114

[SIGNATURE PAGE 4 OF 4 TO SECOND AMENDMENT TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

AGENT:

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: _____



Name: _____

David B. Thayer

Title: _____

Vice President