

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|--------------|
| Precision Partners Holding Company | | 08/25/2006 | COMPANY: |
| Helio Precision Products, Inc. | | 08/25/2006 | CORPORATION: |
| Mid State Machine Products | | 08/25/2006 | CORPORATION: |
| Greenfield Tool & Manufacturing, Inc. | | 08/25/2006 | CORPORATION: |
| Motorwheel Commercial Vehicle Systems, Inc. | | 08/25/2006 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|------------------------|------------------------------|
| Name: | Lehman Commercial Paper Inc. |
| Street Address: | 745 Seventh Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | CORPORATION: NEW YORK |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------|
| Registration Number: | 1268864 | THE MID-STATE TOMBSTONE |
| Registration Number: | 2553901 | CENTRUCAST |
| Registration Number: | 2480510 | INTRA-CAST |
| Registration Number: | 2823924 | CENTRIFUSE LITE |
| Registration Number: | 2906812 | CENTRIFUSE |
| Registration Number: | 1524390 | MOTOR WHEEL |
| Serial Number: | 78772960 | PRIME PRECISION PRODUCTS |
| Serial Number: | 78772954 | PRIME PRECISION |

OP \$215.00 1268864

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Julie L. Dalke
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 023299-0374 |
| NAME OF SUBMITTER: | Julie L. Dalke |
| Signature: | /juliedalke/ |
| Date: | 09/22/2006 |

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 25, 2006 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Precision Partners, Inc., a Delaware corporation ("Holdings") and Precision Partners Holding Company, a Delaware corporation (the "Borrower"), have entered into a Second Lien Credit Agreement, dated as of August 25, 2006 (as amended, supplemented, replaced or modified from time to time, the "Credit Agreement") with the several banks and other financial institutions or entities from time to time parties thereto, Lehman Brothers Inc., as advisor and sole lead arranger, and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Guarantee and Collateral Agreement, dated as of August [25], 2006, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, and other indicia of origin or source identification, all trademark and service mark registrations and all applications for trademark or service mark registrations and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue, or otherwise recover, for any and all past, present and future infringements, dilutions, and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto

(including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all United States, foreign, and multinational patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, (iii) all inventions and improvements described and claimed therein, (iv) the right to sue, or otherwise recover, for any and all past, present and future infringements and other violations thereof, (v) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringement thereof), and (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present, and future infringements or other violations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights"); and

(d) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks, and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

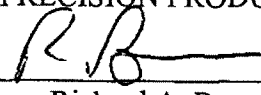
SECTION 6. The foregoing security interest shall terminate upon termination of the Guarantee and Collateral Agreement and full and final payment of the obligations of the Grantor thereunder.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

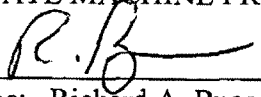
PRECISION PARTNERS HOLDING
COMPANY

By: 
Name: Richard A. Buccarelli
Title: Senior Vice President


HELIO PRECISION PRODUCTS, INC.

By: 
Name: Richard A. Buccarelli
Title: Vice President

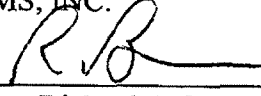
MID STATE MACHINE PRODUCTS

By: 
Name: Richard A. Buccarelli
Title: Vice President

GREENFIELD TOOL & MANUFACTURING,
INC.

By: 
Name: Richard A. Buccarelli
Title: Vice President

MOTORWHEEL COMMERCIAL VEHICLE
SYSTEMS, INC.

By: 
Name: Richard A. Buccarelli
Title: Vice President

Schedule 1

COPYRIGHTS

PATENTS

TRADEMARKS

TRADE SECRETS

INTELLECTUAL PROPERTY LICENSES

**Schedule 1 – Copyrights; Patents; Trademarks; Trade Secrets; Intellectual Property
Licenses; other Intellectual Property**

Trademark Registrations

| <u>Entity</u> | <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--|-------------------------|--------------------------------|------------------------------|
| Mid State Machine Products | The Mid-State Tombstone | 1,268,864 | 3/6/84 |
| Motorwheel Commercial Vehicle Systems, Inc. | CENTRUCAST | 2,553,901 | 3/26/02 |
| Motorwheel Commercial Vehicle Systems, Inc. (by unrecorded assignment(s)) | CENTRUCAST | Mexico, 645879 | 3/22/00 |
| Motorwheel Commercial Vehicle Systems, Inc. | INTRA-CAST | 2,480,510 | 8/21/01 |
| Motorwheel Commercial Vehicle Systems, Inc. | CENTRIFUSE LITE | 2,823,924 | 3/16/04 |
| Motorwheel Commercial Vehicle Systems, Inc. | CENTRIFUSE | 2,906,812 | 11/30/04 |
| Motorwheel Commercial Vehicle Systems, Inc. | CENTRIFUSE | Canada, TMDA 54314 | 5/17/32 |
| Motorwheel Commercial Vehicle Systems, Inc. (by unrecorded assignment(s)) | CENTRIFUSE | UK, 849030 | 5/14/63 |

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| Motorwheel Commercial Vehicle Systems, Inc. (by unrecorded assignment(s)) | CENTRIFUSE | Germany, 806535 | 7/18/65 |
| Motorwheel Commercial Vehicle Systems, Inc. (by unrecorded assignment(s)) | CENTRIFUSE | Australia, A180206 | [TO BE COMPLETED] |
| Motorwheel Commercial Vehicle Systems, Inc. (by unrecorded assignment(s)) | CENTRIFUSE | Italy, 455110 | 11/10/86 |
| Motorwheel Commercial Vehicle Systems, Inc. (by unrecorded assignment(s)) | CENTRIFUSE | Brazil, 006295894 | [TO BE COMPLETED] |
| Motorwheel Commercial Vehicle Systems, Inc. (by unrecorded assignment(s)) | CENTRIFUSE | Venezuela, P196045 | [TO BE COMPLETED] |
| Motorwheel Commercial Vehicle Systems, Inc. | MOTOR WHEEL | 1,524,390 | 2/14/89 |
| Helio Precision Products, Inc. | Helio Logo | Common Law Trademark | N/A |
| Precision Partners Holding Company | Prime Precision Products | Application No. 78/772,960 | 12/14/05 |
| Precision Partners Holding Company | Prime Precision | U.S. Application No. 78/772,954 | 12/14/05 |

PATENT REGISTRATIONS AND APPLICATIONS

Patents

| <u>Entity</u> | <u>Title</u> | <u>Patent Number</u> | <u>Issue Date</u> | <u>Maintenance Fee Due</u> |
|---|--|----------------------|-------------------|----------------------------|
| Motorwheel Commercial Vehicle Systems, Inc. | Composite Brake Drum | 4,858,731 | 8/22/89 | None. |
| Motorwheel Commercial Vehicle Systems, Inc. | Method of Making a Brake Drum Ring | 6,148,498 | 11/21/00 | 5/21/08 |
| Motorwheel Commercial Vehicle Systems, Inc. | Composite Brake Drum with Improved Locating Means for Reinforcement Assembly | 5,285,874 | 2/15/94 | None. |
| Motorwheel Commercial Vehicle Systems, Inc. | Composite Brake Drum with Improved Locating Means for Reinforcement Assembly | Mexico, 182954 | | |
| Motorwheel Commercial Vehicle Systems, Inc. | Composite Brake Drum with Improved Locating Means for Reinforcement Assembly | 5,115,891 | 5/26/92 | None. |
| Motorwheel Commercial Vehicle Systems, Inc. | Composite Brake Drum with Improved Locating Means for Reinforcement Assembly | Mexico, 176999 | | |

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|--|---|----------------|---------|-----------------|
| Motorwheel Commercial Vehicle Systems, Inc. | Gray Iron Composition and Brake Components Formed Thereof | 5,948,353 | 9/7/99 | 3/7/07 |
| Motorwheel Commercial Vehicle Systems, Inc. (by unrecorded assignment(s)) | Gray Iron Composition and Brake Components Formed Thereof | Mexico, 208382 | | |
| Motorwheel Commercial Vehicle Systems, Inc. | Composite Brake Drum | 6,241,056 | 6/5/01 | 12/5/08 |
| Motorwheel Commercial Vehicle Systems, Inc. | Process for Manufacturing a Vehicle Brake Drum | 5,138,757 | 8/18/92 | None. |
| Motorwheel Commercial Vehicle Systems, Inc. | Composite Brake Drum Having a Balancing Skirt | 6,206,150 | 3/27/01 | 9/5/08 |
| Motorwheel Commercial Vehicle Systems, Inc. | Brake Drum Manufacture | 5,345,672 | 5/13/94 | 5/13/06 (Final) |

Patent Applications

| <u>Entity</u> | <u>Patent Application</u> | <u>Application/Serial Number</u> | <u>Application Date</u> |
|--|---|----------------------------------|-------------------------|
| Motorwheel Commercial Vehicles Systems, Inc. | Gray Iron Composition and Brake Components Formed Thereof | Canada, 2,275,441 | 12/18/97 |
| Helio Precision Products, Inc. | Method of Making Valve Guide Having Textured External Surface | 2005/0227593 | 10/13/05 |

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|--------------------------------------|--|--------------------|--------|
| Helio Precision Products, Inc. | Method of Making Valve Guide Having Textured External Surface | Europe, 05101720.0 | 4/3/05 |
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RECORDED: 09/22/2006

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