

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Metaldyne Company LLC		10/03/2006	LIMITED LIABILITY COMPANY:
Metaldyne Corporation		10/03/2006	CORPORATION:
Metaldyne Sintered Components, LLC		10/03/2006	LIMITED LIABILITY COMPANY:
NC-M Chassis Systems, LLC		10/03/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A. as Collateral Agent
Street Address:	P.O.Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	Bank:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1671683	AMCOR
Registration Number:	3060849	DYNATURN
Registration Number:	3023983	METALDYNE
Registration Number:	3023982	METALDYNE
Registration Number:	3023984	METALDYNE
Registration Number:	3056356	HS150
Registration Number:	2525629	ZERO ROLL SUSPENSION
Registration Number:	2494774	ZRS ZERO ROLL SUSPENSION
Serial Number:	78393176	DYNAGRIND

CH \$240.00 1671683

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: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	368640
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	10/05/2006

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Metaldyne Company LLC

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: OCTOBER 3, 2006

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, N.A.

Internal
Address: _AS COLLATERAL AGENT

Street Address: PO BOX 2558

City: HOUSTON State: TX Zip: 77252

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

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

A. Trademark Application No.(s)

PLEASE SEE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional number(s) attached Yes No

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

Name: Oleh Hereliuk

Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW

Suite 401

City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Wellington Lyons

Name of Person Signing

Wellington Lyons
Digitally signed by Wellington Lyons
DN: CN = Wellington Lyons, C = US, O =
Cravath, Swaine and Moore LLP
Date: 2006.10.04 12:00:09 -0400

Signature

OCTOBER 4, 2006

Date

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

SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 3, 2006, among Metaldyne Company LLC (the "Borrower"), Metaldyne Corporation ("Holdings"), the Subsidiary Parties listed on Schedule I hereto (the "Subsidiary Parties" and, together with the Borrower and Holdings, the "Grantors") and JPMORGAN CHASE BANK, N.A. (f/k/a The Chase Manhattan Bank), as Collateral Agent (the "Collateral Agent").

Reference is made to the Security Agreement dated as of November 28, 2000 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Metaldyne Company LLC (f/k/a Metalync Company LLC), Metaldyne Corporation (f/k/a Mascotech, Inc.) and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Amended and Restated Credit Agreement dated as of August 18, 2006 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement") among Holdings, the Borrower, the Foreign Subsidiary Borrowers party thereto, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and Deutsche Bank as Syndication Agent. The obligations of the Lenders party thereto to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 Security Agreement. The rules of construction specified in Section 1.03 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the 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, each Grantor's right, title or interest, to or under the following Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

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, but excluding intent-to-use applications, prior to the

filing of any statement of use with respect thereto 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;

all goodwill associated with or symbolized by the Trademark Collateral;
and

all assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. 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 Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Upon the indefeasible payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.


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

METALDYNE CORPORATION,

by 

Name: Sandra W. Galac
Title: Vice President and Treasurer

METALDYNE COMPANY LLC,

by 

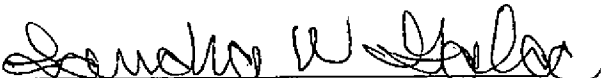
Name: Sandra W. Galac
Title: Vice President and Treasurer

METALDYNE SINTERED COMPONENTS, LLC,

by 

Name: Sandra W. Galac
Title: Vice President and Treasurer

NC-M CHASSIS SYSTEMS, LLC,

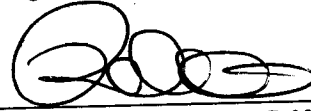
by 

Name: Sandra W. Galac
Title: Vice President and Treasurer

Signature Page for Trademark Security Agreement

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by



Name: **RICHARD W. DUKER**
Title: **MANAGING DIRECTOR**

Subsidiary Parties

Metaldyne Sintered Components, LLC

NC-M Chassis Systems, LLC

**U.S. PENDING AND GRANTED
TRADEMARKS BY OWNER**

Metaldyne Corporation

Trademark	Registration No./Application No.	Expiration Date	Owner
AMCOR	1671683	January 14, 2012	Metaldyne Corporation
DYNAGRIND	78393176	Pending Application	Metaldyne Corporation
DYNATURN	3060849	February 21, 2016	Metaldyne Corporation
METALDYNE	3023983	December 6, 2015	Metaldyne Corporation
METALDYNE	3023982	December 6, 2015	Metaldyne Corporation
METALDYNE	3023984	December 6, 2015	Metaldyne Corporation

Metaldyne Sintered Components, LLC

Trademark	Registration No./Application No.	Expiration Date	Owner
HS150	3056356	January 31, 2016	Metaldyne Sintered Components, LLC

NC-M Chassis Systems, LLC

Trademark	Registration No./Application No.	Expiration Date	Owner
ZERO ROLL SUSPENSION AND DESIGN	2525629	January 1, 2012	NC-M Chassis Systems, LLC
ZRS ROLL SUSPENSION AND DESIGN	2494774	October 2, 2011	NC-M Chassis Systems, LLC