TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NC-M Chassis Systems, LLC		01/11/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG, New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2525629	ZERO ROLL SUSPENSION
Registration Number:	2494774	ZRS ZERO ROLL SUSPENSION

OP $65.00 2525629

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1236
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/

Date:	02/07/2007

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of January 11, 2007, is made by NC-M Chassis Systems, LLC, a Delaware limited liability company (the "Grantor"), in favor of Deutsche Bank AG, New York Branch, as Collateral Agent (the "Agent") for the Secured Parties (as defined in the Security Agreement described below).

WITNESSETH

WHEREAS, pursuant to the Credit Agreement, dated as of January 11, 2007, among Metaldyne Company LLC (the "Parent Borrower"), Metaldyne Intermediate Holdco, Inc., the Agent, the other agent banks party thereto, and the lenders from time to time parties thereto (the "Lenders"), (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Parent Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Parent Borrower has executed and delivered a Security Agreement, dated as of January 11, 2007, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the ratable benefit of the Secured Parties to secure the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NC-M CHASSIS SYSTEMS, LLC

By: Sandra W. Galac
Name: SANDRA W. GALAC
Title: VP & TREASURER

DEUTSCHE BANK AG, NEW YORK BRANCH
as Collateral Agent for the Lenders

By:_____
Name:
Title:

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NC-M CHASSIS SYSTEMS, LLC

By:_____
Name:
Title:

DEUTSCHE BANK AG, NEW YORK BRANCH
as Collateral Agent for the Lenders

By: Marguerite Sutton
Name: MARGUERITE SUTTON
Title: DIRECTOR

By: Carin Keegan
Name: Carin Keegan
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Country	Trademark	Status	Application No.	Registration No.
USA	ZERO ROLL SUSPENSION (and design)	Registered	N/A	2,525,629
USA	ZRS ZERO ROLL SUSPENSION	Registered	N/A	2,494,774