

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Metaldyne Sintered Components, LLC		01/11/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG, New York Branch, as Collateral Agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	CORPORATION: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3056356	HS150	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-7609		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Kirstie Howard, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1236		
<b>NAME OF SUBMITTER:</b>	Kirstie Howard		
<b>Signature:</b>	/kh/		

OP \$40.00 3056356

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 Metaldyne Sintered Components, 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 ABL 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 "ABL 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 ABL 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 ABL Credit Agreement, the Grantor agrees, for the ratable benefit of the Secured Parties, 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.

METALDYNE SINTERED COMPONENTS, 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:

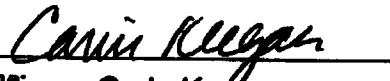
IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

METALDYNE SINTERED COMPONENTS, LLC

By: \_\_\_\_\_  
Name:  
Title:

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

By:   
Name: MARGUERITE SUTTON  
Title: DIRECTOR

By:   
Name: Carin Keegan  
Title: Vice President

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Country</b>	<b>Trademark</b>	<b>Status</b>	<b>Application No.</b>	<b>Registration No.</b>
USA	HS150	Registered	N/A	3,056,356