

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
NC-M CHASSIS SYSTEMS, LLC		01/11/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	The Bank of New York Trust Company, N.A.		
Street Address:	2 N. LaSalle Street		
Internal Address:	Suite 1020		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	TRUST:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2525629	ZERO ROLL SUSPENSION	
Registration Number:	2494774	ZRS ZERO ROLL SUSPENSION	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	oleh.hereliuk@federalresearch.com		
Correspondent Name:	CBCInnovis 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:	379506		
NAME OF SUBMITTER:	LaKeeshia Saunders		

CH \$65.00 2525629

Signature:	/LS/
Date:	03/01/2007
Total Attachments: 6 source=NC-M1027#page1.tif source=NC-M1027#page2.tif source=NC-M1027#page3.tif source=NC-M1027#page4.tif source=NC-M1027#page5.tif source=NC-M1027#page6.tif	

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

1. Name of conveying party(ies):
NC-M CHASSIS SYSTEMS, LLC

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

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

2. Name and address of receiving party(ies)

Name: THE BANK OF NEW YORK TRUST COMPANY, N.A.
Internal
Address: _____

Street Address: 2 N. LASALLE ST., SUITE 1020
City: CHICAGO State: IL Zip: 60602

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: JANUARY 11, 2007

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

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE A

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE A

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: 2

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

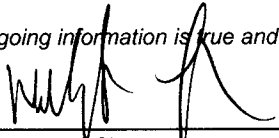
Enclosed
 Authorized to be charged to deposit account

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  FEBRUARY 28, 2007
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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 the Bank of New York Trust Company, N.A., as collateral agent (the "Agent") for the Secured Parties (as defined in the Security Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Indenture dated as of October 27, 2003, as amended by the First Supplemental Indenture dated as of December 18, 2006 (the "First Supplemental Indenture") and the Second Supplemental Indenture dated as of January 11, 2007, among the Metaldyne Corporation, a Delaware corporation (the "Company"), the Guarantors (as defined therein) and the The Bank of New York Trust Company, N.A., as trustee, pursuant to which the Company's 10% senior notes due 2013 were issued (the "Indenture");

WHEREAS, pursuant to the First Supplemental Indenture, the Guarantors have executed and delivered a Security Agreement, dated as of January 11, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), subject to the terms of the Intercreditor Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the 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, 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 Secured Parties 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 Secured Parties 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:  _____
Name: _____
Title: _____

THE BANK OF NEW YORK TRUST
COMPANY, N.A.

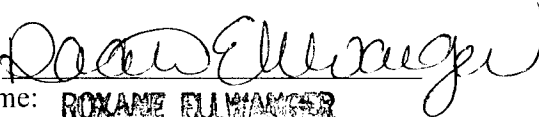
By: _____
Name: _____
Title: _____

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:

THE BANK OF NEW YORK TRUST
COMPANY, N.A.

By: 
Name: **ROXANE ELMANGER**
Title: **Assistant 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

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