

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NC-M CHASSIS SYSTEMS, LLC		01/11/2007	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Trust Company, N.A.		
<b>Street Address:</b>	2 N. LaSalle Street		
<b>Internal Address:</b>	Suite 1020		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60602		
<b>Entity Type:</b>	TRUST:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2525629	ZERO ROLL SUSPENSION	
Registration Number:	2494774	ZRS ZERO ROLL SUSPENSION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-2700		
<b>Email:</b>	carey.lening@federalresearch.com		
<b>Correspondent Name:</b>	CBCInnovis dba Federal Research		
<b>Address Line 1:</b>	1023 Fifteenth Street, NW, Ste 401		
<b>Address Line 2:</b>	attn: Carey Lening		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	379508		
<b>NAME OF SUBMITTER:</b>	LaKeeshia Saunders		

CH \$65.00 2525629

Signature:

/LS/

Date:

03/01/2007

**Total Attachments: 6**

source=NC-MTrade0620#page1.tif

source=NC-MTrade0620#page2.tif

source=NC-MTrade0620#page3.tif

source=NC-MTrade0620#page4.tif

source=NC-MTrade0620#page5.tif

source=NC-MTrade0620#page6.tif

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 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 the Indenture, dated as of June 20, 2002, as amended by the First Supplemental Indenture dated as of December 18, 2006 (the "2002 First Supplemental Indenture") and the Second Supplemental Indenture dated as of January 11, 2007, among Metaldyne Corporation, a Delaware corporation (the "Company"), the Guarantors (as defined therein) and The Bank of New York Trust Company, N.A., as trustee , pursuant to which the Company's 11% senior subordinated notes due 2012 were issued (the "2002 Indenture");

WHEREAS, pursuant to the the Indenture, dated as of December 31, 2003, as amended by the First Supplemental Indenture dated as of December 19, 2006 (the "2003 First Supplemental Indenture," and together with the 2002 First Supplemental Indenture, the "First Supplemental Indentures") and the Second Supplemental Indenture dated as of January 11, 2007, among the Company and the Guarantors, pursuant to which the Company's 10% senior subordinated notes due 2014 were issued (the "2003 Indenture," and together with the 2002 Indenture, the "Indentures");

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 ELLWANGER**  
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

[[2671677]]