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 Sintered Components, 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: 1

Property Type	Number	Word Mark
Registration Number:	3056356	HS150

CH $40.00 3056356

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: 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:	379502
NAME OF SUBMITTER:	LaKeeshia Saunders
Signature:	/LS/

Date:	03/02/2007

Total Attachments: 6
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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 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.

METALDYNE SINTERED COMPONENTS, LLC

By:_____
Name:
Title:

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

By:_____
Name:
Title:

2671679

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:

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

By: [signature]
Name: ROXANE ELLWANGER
Title: Assistant Vice President

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SCHEDULE A

U.S. Trademark Registrations and Applications

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

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