

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
Doncasters Limited		05/15/2007	Limited Private Company: UNITED KINGDOM
Nelson Stud Welding, Inc.		05/15/2007	CORPORATION: DELAWARE
Fastentech, Inc.		05/15/2007	CORPORATION: DELAWARE
The Ferry Cap & Set Screw Company		05/15/2007	CORPORATION: OHIO
Spiegelberg Manufacturing, Inc.		05/15/2007	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	The Royal Bank of Scotland PLC, as Security Agent
Street Address:	135 Bishopsgate
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2M 3UR
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3053132	DONCASTERS
Registration Number:	3019733	DD
Registration Number:	3125956	INTERPHASE
Registration Number:	0726143	NELSON
Registration Number:	0726203	NELSON
Registration Number:	0796387	TRANQUIL-ARC
Registration Number:	0618008	COUNTR-BOR
Registration Number:	0770214	F-C
Registration Number:	1633685	BPG

OP \$515.00 3053132

Registration Number:	2069831	FATIGUE FIGHTER
Serial Number:	78902412	PROTEC
Serial Number:	78816743	NELSON
Serial Number:	78768224	STUD WELDING ASSOCIATES, INC. ULTRA ARC
Serial Number:	78768190	ULTRA ARC
Serial Number:	78768181	SKN BRAKE PARTS
Serial Number:	78768111	X
Serial Number:	78681677	NELSON N
Serial Number:	78681616	N
Registration Number:	2565278	NELWELD
Registration Number:	2667635	PRO WELD INTERNATIONAL

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:	080597/0013
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Kirstie Howard
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Signature:	/kh/
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Date:	05/30/2007
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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 May 15, 2007 is made by DONCASTER'S LIMITED, NELSON STUD WELDING, INC., FASTENTECH, INC., THE FERRY CAP & SET SCREW COMPANY, AND SPIEGELBERG MANUFACTURING, INC., (the "Grantors"), in favor of THE ROYAL BANK OF SCOTLAND PLC, as Security Agent (in such capacity, the "Security Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to (i) the Senior Facilities Agreement, dated April 3, 2007 (as amended, extended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"), among DONCASTERS GROUP LIMITED (the "Parent"), certain of the Lenders and the Security Agent, (ii) the Mezzanine Facility Agreement, dated April 3, 2007 (as amended, extended, supplemented or otherwise modified from time to time, the "Mezzanine Facility Agreement"), among the Parent, certain of the Lenders and the Security Agent and (iii) the PIK Facility Agreement, dated April 3, 2007 (as amended, extended, supplemented or otherwise modified from time to time, the "PIK Facility Agreement"), and together with the Senior Facilities Agreement and the Mezzanine Facility Agreement, the "Facilities Agreements") among the Parent, certain of the Lenders and the Security Agent.

W I T N E S S E T H:

WHEREAS, pursuant to each of the Facilities Agreements, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Facilities Agreements, the Borrowers have executed and delivered a Security Agreement, dated as of May 15, 2007, in favor of the Security Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, the Borrowers are members of an affiliated group of companies that includes the Grantor;

WHEREAS, the proceeds of the extensions of credit under the Facilities Agreements will be used in part to enable the Borrowers to make valuable transfers to one or more of the Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrowers and the Grantor are engaged in related businesses, and the Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Facilities Agreements; and

WHEREAS, it is a condition to the obligations of the Finance Parties to make their respective extensions of credit to the Borrowers under the Facilities Agreements that the Grantors shall have executed and delivered the Security Agreement to the Security Agent;

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Security Agent for the benefit of the Security Agent and the other Finance Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have 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 Finance Parties to make Loans and other financial accommodations to the Borrowers pursuant to the Facilities Agreements, the Grantors agree, for the benefit of the Security Agent and the other Finance 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 Facilities Agreements and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of a Declared Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Security Agent for the benefit of the Security Agent and the other Finance Parties to secure payment, performance and observance of 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 Collateral granted hereby are more fully set forth in the Facilities Agreements, the Intercreditor Deed and 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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.

GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

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

DONCASTERS LIMITED

By: [Signature]
Name: J. W. JACKSON
Title: DIRECTOR

NELSON STUD WELDING, INC.

By: _____
Name:
Title:

FASTENTECH, INC.

By: _____
Name:
Title:

THE FERRY CAP & SET SCREW
COMPANY

By: _____
Name:
Title:

SPIEGELBERG MANUFACTURING, INC.

By: _____
Name:
Title:

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

DONCASTERS LIMITED

By: _____
Name:
Title:

NELSON STUD WELDING, INC.

By: Michael R. Elia
Name: Michael R. Elia
Title: Senior Vice President, Chief Financial Officer
and Secretary
FASTENTECH, INC.


By: Michael R. Elia
Name: Michael R. Elia
Title: Senior Vice President, Chief Financial Officer
Secretary and Treasurer
**THE FERRY CAP & SET SCREW
COMPANY**

By: Michael R. Elia
Name: Michael R. Elia
Title: Senior Vice President, Chief Financial Officer
and Assistant Secretary
SPIEGELBERG MANUFACTURING, INC.

By: Michael R. Elia
Name: Michael R. Elia
Title: Senior Vice President, Chief Financial
officer, and Secretary

Accepted and Agreed to:

THE ROYAL BANK OF SCOTLAND PLC
as Security Agent for the Finance Parties

By: 
Name:
Title:

SCHEDULE A

U.S. Trademarks and Applications

Grantor	Mark	Reg. No. (R) or Ser. No. (A)	Reg. or Filing Date
Doncasters Limited	DONCASTERS (WO)	(R) 3053132	11/29/2005
Doncasters Limited	'DD' Logo (DO)	(R) 3019733	1/31/2006
Doncasters Limited	INTERPHASE (WO)	(R) 3125956	8/8/2006
Nelson Stud Welding, Inc.	NELSON	(R) 726,143	1/9/1962
Nelson Stud Welding, Inc.	NELSON	(R) 726,203	1/9/1962
Nelson Stud Welding, Inc.	TRANQUIL-ARC	(R) 796,387	9/21/1965
The Ferry Cap & Set Screw Company	COUNTR-BOR (stylized)	(R) 618,008	12/20/1955
The Ferry Cap & Set Screw Company	F-C	(R) 770,214	5/26/1964
The Ferry Cap & Set Screw Company	BPG	(R) 1,633,685	2/5/1991
The Ferry Cap & Set Screw Company	FATIGUE FIGHTER	(R) 2,069,831	6/10/1997
FastenTech, Inc.	PROTEC	(A) 78/902,412	6/7/2006
Nelson Stud Welding, Inc.	NELSON	(A) 78/816,743	2/16/2006
Nelson Stud Welding, Inc.	STUD WELDING ASSOCIATES, INC. (and design)	(A) 78/768,224	12/7/2005
Nelson Stud Welding, Inc.	ULTRA ARC (and design)	(A) 78/768,190	12/7/2005
Nelson Stud Welding, Inc.	SKN BRAKE PARTS (and design)	(A) 78/768,181	12/7/2005
Nelson Stud Welding, Inc.	X	(A) 78/768,111	12/7/2005
Nelson Stud Welding, Inc.	NELSON N (and design)	(A) 78/681,677	7/29/2005
Nelson Stud Welding, Inc.	N (and design)	(A) 78/681,616	7/29/2005
Nelson Stud Welding, Inc.	NELWELD	(R) 2,565,278	4/30/2002
Spiegelberg Manufacturing, Inc.	PRO WELD INTERNATIONAL (and design)	(R) 2,667,635	12/31/2002