

**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
Impact Forge Group, Inc.		06/01/2007	CORPORATION: DELAWARE
Jernberg Industries, Inc.		06/01/2007	CORPORATION: DELAWARE
Jernberg Sales, Inc.		06/01/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	LBC Credit Partners, L.P., as Administrative Agent
Street Address:	Cira Centre, 2929 Arch Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2379452	NET FORGE
Registration Number:	2379424	OMNI FORGE
Registration Number:	2090454	OMNI FORGE, INC.
Registration Number:	2377533	IMPACT FORGE
Registration Number:	2035102	IMPACT FORGE, INC.

**CORRESPONDENCE DATA**

Fax Number: (312)863-7806  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-863-7198  
 Email: nancy.brougher@goldbergkohn.com  
 Correspondent Name: Nancy Brougher c/o Goldberg Kohn  
 Address Line 1: 55 East Monroe Street  
 Address Line 2: Suite 3300  
 Address Line 4: Chicago, ILLINOIS 60603

OP \$140.00 2379452

ATTORNEY DOCKET NUMBER:	6030.001
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	06/04/2007

**Total Attachments: 10**

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THE FOLLOWING AGREEMENT AND THE RIGHTS AND REMEDIES OF THE ADMINISTRATIVE AGENT AND THE LENDERS HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE LOAN AGREEMENT, AS DEFINED BELOW). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS (AS DEFINED IN THE LOAN AGREEMENT) AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS AND THE FIRST LIEN DEBT DOCUMENTS (AS DEFINED IN THE LOAN AGREEMENT) WITH RESPECT TO THE COLLECTION OR HANDLING OF COLLATERAL (AS DEFINED IN THE LOAN AGREEMENT) OR THE APPLICATION OF COLLATERAL PROCEEDS, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (the "**Security Agreement**") is made as of this 1st day of June, 2007, by Impact Forge Group, Inc., a Delaware corporation ("**Impact Forge**"), Jernberg Industries, Inc., a Delaware corporation ("**Jernberg**"), Jernberg Sales, Inc., a Delaware corporation ("**Jernberg Sales**"; and together with Impact Forge and Jernberg, each individually a "**Grantor**" and collectively, the "**Grantors**"), each with an office at 2805 Norcross, Columbus, Indiana 47201-4911, in favor of LBC Credit Partners, L.P., as administrative agent ("**Administrative Agent**") for itself and various other lenders ("**Lenders**"), with an office at 2929 Arch Street, Philadelphia, Pennsylvania 19104-2868.

**WITNESSETH:**

**WHEREAS**, Jernberg, Jernberg Sales, Administrative Agent and Lenders have previously entered into that certain Credit Agreement dated as of July 17, 2006, as amended or modified from time to time to the date hereof (the "**Prior Jernberg Loan Agreement**") pursuant to which Administrative Agent and Lenders made certain term loans to Jernberg and Jernberg Sales;

**WHEREAS**, in connection with the Prior Jernberg Loan Agreement, Jernberg, Jernberg Sales and Jernberg Holdings, Inc., a Delaware corporation ("**Jernberg Holdings**") delivered that certain Guaranty and Collateral Agreement dated as of July 17, 2006, by and among Jernberg, Jernberg Sales, Jernberg Holdings, and Administrative Agent (as amended, restated, modified or supplemented from time to time to the date hereof, the "**Prior Jernberg Collateral Agreement**"), pursuant to which, among other things, Jernberg and Jernberg Sales assigned, granted and pledged to Administrative Agent all of its "Intellectual Property" (as defined in the Prior Jernberg Collateral Agreement) as provided under the Prior Jernberg Collateral Agreement in order to secure all of the "Borrowers' Obligations" under the Prior Jernberg Loan Agreement;

**WHEREAS**, Administrative Agent, Jernberg and Jernberg Sales are amending and restating the Prior Jernberg Loan Agreement pursuant to the terms of that certain Amended and

Restated Loan and Security Agreement of even date herewith among Grantors, Jernberg Holdings, Impact Forge Holdings, Inc., a Delaware corporation ("**Impact Holdings**"), Hephaestus Intermediate Holdings, Inc., a Delaware corporation ("**HIH**"), Administrative Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which the Lenders have agreed to continue to make loans to Grantors;

**WHEREAS**, pursuant to the Loan Agreement and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), each Grantor has granted to Administrative Agent, on behalf of itself and the other Lenders, a security interest in certain of its assets, including, without limitation, such Grantor's trademarks and trademark applications;

**WHEREAS**, Grantors, Administrative Agent and the Lenders wish to amend and restate the Prior Trademark Security Agreement pursuant to the terms hereof.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Incorporation of Financing Agreements.** The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the complete and timely payment and satisfaction of the Liabilities, each of Jernberg and Jernberg Sales hereby acknowledges, reaffirms, confirms and ratifies its prior grant to Administrative Agent of, pursuant to the Prior Jernberg Collateral Agreement, and each Grantor hereby grants to Administrative Agent, on behalf of itself and the other Lenders, a continuing security interest in such Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of such Grantor's business connected with the use of and symbolized by the Trademarks; and license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark

applications, whether such Grantor is licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Administrative Agent's and Lenders' rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "**Licenses**"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include (A) any license agreement which by its terms prohibits the grant of the security interest contemplated by this Security Agreement or (B) any intent-to-use trademark applications to the extent the granting of a security interest hereunder shall in any way adversely affect such application.

3. Warranties and Representations. Each Grantor warrants and represents to Administrative Agent and the Lenders that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Subject to Permitted Liens, such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by such Grantor not to sue third persons;

(iii) such Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) such Grantor has the unqualified corporate right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Grantor agrees that as of the date of this Security Agreement and until the Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, such Grantor shall not, without the prior written consent of Administrative Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Administrative Agent, on behalf of itself and the other Lenders, under this Security Agreement.

5. New Trademarks. Each Grantor represents and warrants that, based on a diligent investigation by such Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by such Grantor. If, before the Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, any Grantor shall (i) become aware of any existing Trademarks of which any Grantor has not previously informed Administrative Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Grantor shall give to Administrative Agent prompt written notice thereof. Each

Grantor hereby authorizes Administrative Agent, on behalf of itself and the other Lenders, to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Liabilities and the termination of the Financing Agreements. Each Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Administrative Agent of all Trademarks shall be without any liability for royalties or other related charges from Administrative Agent to any Grantor.

7. Product Quality. Each Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, each Grantor agrees that Administrative Agent, or a conservator appointed by Administrative Agent, shall have the right to establish such additional product quality controls as Administrative Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by any Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities and termination of the Financing Agreements, Administrative Agent, on behalf of itself and the other Lenders, shall take such actions (including execution of all deeds, releases, termination statements and other discharges) as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by the Grantors. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Administrative Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by the Grantors and until paid shall constitute Liabilities.

10. Duties of Grantors. Each Grantor shall have the duty (i) to file and prosecute diligently as commercially reasonable any trademark applications pending as of the date hereof or hereafter until the Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with any Grantor's obligations under this Section 10 shall be borne by the Grantors.

11. Administrative Agent's Right to Sue. During the continuance of an Event of Default, Administrative Agent shall have the right, on behalf of itself and the other Lenders, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Administrative Agent shall commence any such suit, the Grantors shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents

required by Administrative Agent in aid of such enforcement and the Grantors shall, as long as the Trademarks are owned by any Grantor, promptly, upon demand, reimburse and indemnify Administrative Agent for all costs and expenses incurred by Administrative Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between any Grantor and Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Administrative Agent's and Lenders' rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Administrative Agent during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Administrative Agent as Administrative Agent may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Administrative Agent deems to be in the best interest of Administrative Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Financing Agreements have been terminated. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent, on behalf of itself and the other Lenders, shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of Administrative Agent and the Lenders, and their respective successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Each Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Administrative Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

21. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute but one agreement.

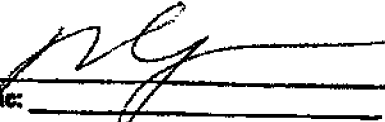
22. Amendment and Restatement. This Security Agreement shall constitute an amendment, restatement and/or reaffirmation, but not an extinguishment or termination, of the grant of a security interest in the Trademarks and Licenses by, and the covenants and obligations of, Jernberg and Jernberg Sales under the Prior Jernberg Collateral Agreement.

**[SIGNATURE PAGE FOLLOWS]**

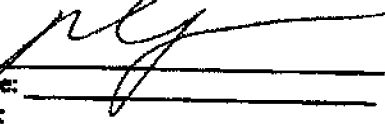


**IN WITNESS WHEREOF**, each Grantor has duly executed this Security Agreement as of the date first written above.

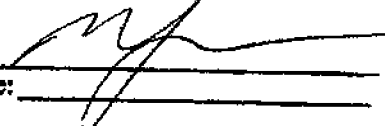
**IMPACT FORGE GROUP, INC., a  
Delaware corporation**

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

**JERNBERG INDUSTRIES, INC., a  
Delaware corporation**

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

**JERNBERG SALES, INC., a Delaware  
corporation**

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

Agreed and Accepted as of the date first written above.

**LBC CREDIT PARTNERS, L.P., as  
Administrative Agent**

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

IN WITNESS WHEREOF, each Grantor has duly executed this Security Agreement as of the date first written above.

**IMPACT FORGE GROUP, INC., a  
Delaware corporation**

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

**JERNBERG INDUSTRIES, INC., a  
Delaware corporation**

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

**JERNBERG SALES, INC., a Delaware  
corporation**

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

Agreed and Accepted as of the date first  
written above.

**LBC CREDIT PARTNERS, L.P., as  
Administrative Agent**

By: \_\_\_\_\_  
Name: JOHN D. BERGMAN  
Title: EW

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

[All Trademarks listed are owned by Impact Forge Group, Inc.]

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
<b>Federal:</b>		
Net Forge	2,379,452	08/22/2000
Omni Forge	2,379,424	08/22/2000
Omni Forge, Inc. and Design	2,090,454	08/26/1997
Impact Forge	2,377,533	08/15/2000
Impact Forge, Inc. and Design	2,035,102	02/04/1997
<b>State (Indiana):</b>		
Omni Forge, Inc. and Design	50,103,415	10/25/1995
I and Design	50,097,300	03/27/1986

**TRADEMARK APPLICATIONS**

None.

**SCHEDULE B**

**LICENSES**

None.

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CHICAGO#1626306.3

**RECORDED: 06/04/2007**

**TRADEMARK  
REEL: 003554 FRAME: 0050**