

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Amendment of Security Interest

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Impact Forge Group, LLC formerly known as Impact Forge Group, Inc.		01/05/2009	LIMITED LIABILITY COMPANY: DELAWARE
Jernberg Industries, LLC, formerly known as Jernberg Industries, Inc.		01/05/2009	LIMITED LIABILITY COMPANY: DELAWARE
Jernberg Sales, LLC, formerly known as Jernberg Sales, Inc.		01/05/2009	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	Bank of America, N.A., as successor to LaSalle Business Credit, LLC, as agent
Street Address:	135 South LaSalle Street
Internal Address:	Suite 425
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association:

## PROPERTY NUMBERS Total: 5

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

## CORRESPONDENCE DATA

Fax Number: (312)609-5005

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-609-7897

Email: hmiller@vedderprice.com

TRADEMARK

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Correspondent Name: Holly Miller  
Address Line 1: 222 North LaSalle Street - 24th Floor  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	37530.00.0006
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NAME OF SUBMITTER:	Holly Miller
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Signature:	/Holly Miller/
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Date:	03/02/2009
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Total Attachments: 4  
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**AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY  
AGREEMENT**

**THIS AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Amendment") is entered into as of the 5th day of January, 2009, by and among IMPACT FORGE GROUP, LLC, a Delaware limited liability company, formerly known as Impact Forge Group, Inc. ("Impact Forge"), JERNBERG INDUSTRIES, LLC, a Delaware limited liability company, formerly known as Jernberg Industries, Inc. ("Jernberg"), JERNBERG SALES, LLC, a Delaware limited liability company, formerly known as Jernberg Sales, Inc. ("Jernberg Sales"; together with Impact Forge and Jernberg, each individually a "Grantor" and collectively, the "Grantors"), and BANK OF AMERICA, N.A., a national banking association, as successor to LaSalle Business Credit, LLC, as agent ("Agent") for itself and various other Lenders (the "Lenders").

**W I T N E S S E T H:**

**WHEREAS**, the Grantors entered into that certain Amended and Restated Loan and Security Agreement dated as of June 1, 2007, as amended, with Agent and Lenders pursuant to which Agent and Lenders extended certain credit facilities to Pledgor (collectively, the "Loan Agreement");

**WHEREAS**, to secure the obligations under the Loan Agreement, the Grantors entered into that certain Amended and Restated Trademark Security Agreement in favor of Agent dated as of June 1, 2007 (the "Trademark Agreement");

**WHEREAS**, the Grantors, Agent and Lenders have entered into that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of January 5, 2009 (the "Third Amendment");

**WHEREAS**, in connection with and as a condition to the Agent and Lenders entering into the Third Amendment, Agent and Lenders are requiring that Pledgor execute and deliver this Amendment to the Trademark Agreement;

**WHEREAS**, each of the Grantors has converted pursuant to Section 266 of the General Corporation Law of Delaware of Section 18-214 of the Delaware Limited Liability Company Act from a Delaware corporation to a Delaware limited liability company (each a "Conversion"); and

**WHEREAS**, in order to account for the Conversion of each Grantor, the parties have agreed to execute this Amendment.

**NOW, THEREFORE**, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. All capitalized terms that are not defined hereunder shall have the same meanings as set forth in the Trademark Agreement.

2. It is hereby acknowledged and agreed that each reference in the Trademark Agreement to Impact Forge Group, Inc., Jernberg Industries, Inc. and Jernberg Sales, Inc. shall be amended to refer to each of Impact Forge Group, LLC, a Delaware limited liability company, Jernberg Industries, LLC, a Delaware limited liability company, and Jernberg Sales, LLC, a Delaware limited liability company, respectively.

3. To the extent any terms and provisions of the Trademark Agreement are inconsistent with this Amendment, such terms and provisions of this Amendment shall control. Except as amended or revised herein, the Trademark Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

4. The Grantors do hereby unconditionally reaffirm all of their obligations under the Trademark Agreement, after giving effect to the Conversion.

5. All references to the Loan Agreement shall be deemed to include the Third Amendment referenced herein.

6. The representations, warranties and covenants set forth in the Trademark Agreement shall be deemed remade and affirmed as of the date hereof by the Grantors; provided that representations and warranties made as of a particular date shall be true and correct as of such date; provided, further, that any and all references to the Trademark Agreement in such representations, warranties and covenants shall be deemed to include this Amendment.

7. Each Grantor hereby represents and warrants to Agent and Lenders that the Trademark Agreement executed by it was, on the date of the execution and delivery thereof, and continues to be, on and after the date hereof after giving effect to the Conversion, the valid and binding obligation of the Grantors enforceable in accordance with its terms, subject only to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium of similar federal or state laws or judicial decisions relating to the rights of creditors.

8. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois.

9. This Amendment shall be deemed to be made a part of the Trademark Agreement. This Amendment may be executed on any number of separate counterparts taken together shall constitute one and the same instrument. A facsimile copy of this Amendment shall be deemed an original for all purposes.

**[SIGNATURE PAGES FOLLOW]**

***Signature Page to Amendment to Amended and Restated Trademark Security Agreement***

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment to Amended and Restated Trademark Security Agreement as of the date first above written.

**GRANTORS:**

**IMPACT FORGE GROUP, LLC**

By: 

Name: Michael Johnson

Title: Executive Vice President

**JERNBERG INDUSTRIES, LLC**

By: 

Name: Michael Johnson

Title: Chief Financial Officer

**JERNBERG SALES, LLC**

By: 

Name: Michael Johnson

Title: Chief Financial Officer

*Signature Page to Amendment to Amended and Restated Trademark Security Agreement*

**AGENT:**

**BANK OF AMERICA, N.A.**

By: 

Name: Steven J. Chalmers

Title: Vice President

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**RECORDED: 03/02/2009**

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