

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement Supplement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accuride Corporation		09/18/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as administrative agent for the secured parties		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	a NY Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76695267	HIGHWAY ORIGINAL	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198200		
Email:	fcutajar@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patent & Trademarks		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1104031-0570		
NAME OF SUBMITTER:	Frances B. Cutajar		
Signature:	/Frances B. Cutajar/		

OP \$40.00 76695267

900143580

**TRADEMARK
 REEL: 004064 FRAME: 0654**

Date:

09/21/2009

Total Attachments: 5

source=AccurideDBTCATMSecuritySupplement#page1.tif

source=AccurideDBTCATMSecuritySupplement#page2.tif

source=AccurideDBTCATMSecuritySupplement#page3.tif

source=AccurideDBTCATMSecuritySupplement#page4.tif

source=AccurideDBTCATMSecuritySupplement#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated September 18, 2009, is made by Accuride Corporation, a Delaware corporation (the "*Grantor*"), in favor of Deutsche Bank Trust Company Americas ("*DBTCA*"), as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Grantor and Accuride Canada Inc., a corporation existing under the laws of Ontario, Canada, entered into that certain Fourth Amended and Restated Credit Agreement, dated as of January 31, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Citicorp USA, Inc., as administrative agent, and the other agents and lenders parties thereto from time to time. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement, dated as of January 31, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), made by the Grantor and such other Persons in favor of Citicorp USA, Inc., as the administrative agent. To create a short form version of the Guarantee and Collateral Agreement covering certain intellectual property of the Grantor for recording with the United States Patent and Trademark Office, the Grantor executed and delivered that certain Intellectual Property Security Agreement, dated as of July 22, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*"), made by the Grantor in favor of Citicorp USA, Inc., as the Administrative Agent.

WHEREAS, Citicorp USA, Inc. and DBTCA have entered into that certain Resignation and Assignment Agreement, dated as of August 14, 2009, wherein Citicorp USA, Inc. has resigned as administrative agent under the Credit Agreement and the other Loan Documents, and DBTCA has assumed such role.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties and has agreed to take such action as is necessary to perfect the security interest therein.

WHEREAS, under the terms of the IP Security Agreement, the Grantor has granted a security interest in the collateral of the Grantor described in Schedule A thereto to the Administrative Agent for the ratable benefit of the Secured Parties.

WHEREAS, the Grantor desires to supplement Schedule A to the IP Security Agreement by adding the Additional Collateral (as described below) to such schedule.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Confirmation of Grant of Security. The Grantor grants a security interest to the Administrative Agent for the ratable benefit of the Secured Parties in and to all of the Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

- (i) The United States Trademark set forth in Schedule A hereto (the “*Trademark*”);
- (ii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademark with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (iii) any and all proceeds of the foregoing.

Section 2. Supplement to IP Security Agreement. Schedule A to the IP Security Agreement is hereby supplemented by adding the Additional Collateral to such Schedule.

Section 3. Recordation. The Grantor authorizes and requests that the Register of Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

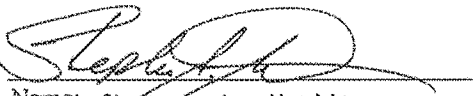
Section 4. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ACCURIDE CORPORATION

By: 
Name: Stephen A. Martin
Title: Vice President - General Counsel


Address:
7140 Office Circle
Evansville, Indiana 47715
Attention: General Counsel
Telephone: (812) 962-5068
Fax: (812) 962-5429

Signature Page to Intellectual Property Security Agreement Supplement -- Trademark

NEWYORK 7301191 (2X)

TRADEMARK
REEL: 004064 FRAME: 0658

DEUTSCHE BANK TRUST COMPANY AMERICAS

By:  _____

Name: Omayra Laucella
Title: Vice President

By:  _____

Name: Erin Morrissey
Title: Vice President

Address:
60 Wall Street
New York, New York 10005
Attention: Omayra Leucella
Telephone: (212) 250-6106
Fax: (212) 250-5690

Schedule A to the
Intellectual Property Security Agreement

TRADEMARK

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Status</u>	<u>Application or Register No.</u>
Highway Original & Design	Accuride Corporation	USA	Application Pending	76-695,267