

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Metaldyne Corporation		10/16/2009	CORPORATION: DELAWARE
Metaldyne Company LLC		10/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
Metaldyne Sintered Components, LLC		10/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
NC-M Chassis Systems, LLC		10/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
Metaldyne Machining and Assembly Company, Inc.		10/16/2009	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Metaldyne Chassis Products, LLC
Street Address:	47659 Halyard Drive
City:	Plymouth
State/Country:	MICHIGAN
Postal Code:	48170
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3060849	DYNATURN
Serial Number:	77121142	MSS

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-862-6371
 Email: renee.prescan@kirkland.com
 Correspondent Name: Renee Prescan
 Address Line 1: 300 North LaSalle Street

900145866

**TRADEMARK
 REEL: 004082 FRAME: 0572**

CH \$65.00 3060849

Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	10313-6 RMP_CK
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	10/21/2009

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 16th day of October, 2009 (the "Effective Date"), by and among Metaldyne Corporation, a Delaware corporation, Metaldyne Company LLC, a Delaware limited liability company, Metaldyne Sintered Components, LLC, a Delaware limited liability company, NC-M Chassis Systems, LLC, a Delaware limited liability company, Metaldyne Machining and Assembly Company, Inc., a Michigan corporation (collectively, "Assignors" and each, individually, an "Assignor"), and Metaldyne Chassis Products, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors are the sole and exclusive owner of the entire right, title and interest in and to the United States trademark registrations and trademark applications set forth on Schedule A attached hereto and the foreign trademark registrations and trademark applications set forth on Schedule B attached hereto, together with all goodwill associated with any of the foregoing (collectively, the "Marks"); and

WHEREAS, Assignee wishes to acquire from Assignors, and Assignors wish to assign to Assignee, the entire right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, for the United States and for all applicable foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any applicable foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

Assignors hereby request the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignors shall use commercially reasonable efforts to provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance at Assignee's request and expense to the extent any out-of-pocket costs are incurred by Assignee (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation) to more fully and effectively effectuate the purposes of this Assignment, including, without

limitation, with respect to: (i) Assignee's preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) Assignee's prosecution or defense of any interference, opposition, infringement, dilution or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the rights assigned herein and this Assignment; (iii) Assignee's attempts to obtain any additional trademark protection relating to rights assigned herein that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (iv) the implementation or perfection of this Assignment by Assignee in all applicable jurisdictions throughout the world.

This Assignment shall be governed by, and construed and enforced in accordance with, chapter 11 of title 11 of the United States Code, §§ 101, et. seq. (as amended, the "Bankruptcy Code") and, to the extent not inconsistent with the Bankruptcy Code, the laws of the State of New York, without regard to the conflicts of law rules of such state, other than Section 5-1401 of the New York General Obligations Law.

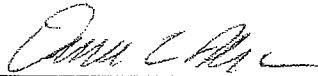
This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by any Assignor and delivered to Assignee. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart to this Assignment.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

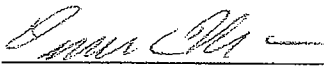
ASSIGNOR:

Metaldyne Corporation

By: 
Name: David L. McKee
Title: General Counsel and Secretary

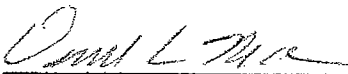
ASSIGNOR:

Metaldyne Company LLC

By: 
Name: David L. McKee
Title: General Counsel and Secretary

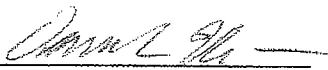
ASSIGNOR:

Metaldyne Sintered Components, LLC

By: 
Name: David L. McKee
Title: General Counsel and Secretary

ASSIGNOR:

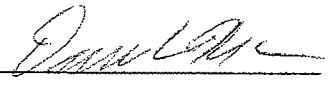
NC-M Chassis Systems, LLC

By: 
Name: David L. McKee
Title: General Counsel and Secretary

Trademark Assignment between Metaldyne
Chassis Products, LLC and certain Seller
Corporations

ASSIGNOR:

Metaldyne Machining and Assembly Company, Inc.

By: 

Name: David L. McKee

Title: General Counsel and Secretary

ASSIGNEE:

Metaldyne Chassis Products, LLC

By: _____

Name: _____

Title: _____

Trademark Assignment between Metaldyne
Chassis Products, LLC and certain Seller
Corporations

ASSIGNOR:

Metaldyne Machining and Assembly Company, Inc.

By: _____
Name: _____
Title: _____

ASSIGNEE:

Metaldyne Chassis Products, LLC

By: _____
Name: Shay Madrazo
Title: Vice President & Secretary

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Serial No./ Filing Date	Registration No./ Registration Date	Owner
DYNATURN	78/212728 2/10/2003	3060849 2/21/2006	Metaldyne Company LLC
MSS	77/121142 3/2/2007		NC-M Chassis Systems, LLC

SCHEDULE B

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Serial No./ Filing Date	Registration No./ Registration Date	Owner
MSS	China	6258453 9/4/2007		NC-M Chassis Systems, LLC
MSS	Germany	30757726.0 9/3/2007	30757726 1/24/2008	NC-M Chassis Systems, LLC
MSS	Japan	2007-093811 9/3/2007	5097554 12/7/2007	NC-M Chassis Systems, LLC