# TRADEMARK ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Interest

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Metaldyne, LLC		I10/16/2009 I	LIMITED LIABILITY COMPANY: DELAWARE
Metaldyne Chassis Products, LLC		110/16/2009 I	LIMITED LIABILITY COMPANY: DELAWARE
Metaldyne Tubular Components, LLC		110/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
Metaldyne BSM, LLC		110/16/2009 I	LIMITED LIABILITY COMPANY: DELAWARE

#### RECEIVING PARTY DATA

Name:	Wilmington Trust FSB, as Collateral Agent	
Street Address:	50 South Sixth Street, Suite 1290	
City:	Minneapolis	
State/Country:	MINNESOTA	
Postal Code:	55402	
Entity Type:	Federal Savings Bank: UNITED STATES	

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3060849	DYNATURN
Registration Number:	3056356	HS150
Registration Number:	3023982	METALDYNE
Registration Number:	3023984	METALDYNE
Registration Number:	3023983	METALDYNE

#### **CORRESPONDENCE DATA**

Fax Number: (312)862-2200

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

Phone: 312-862-6371

TRADEMARK REEL: 004083 FRAME: 0080 3060849

CH \$140.00

900145940

Email: renee.prescan@kirkland.com Correspondent Name: Renee Prescan Address Line 1: 300 North LaSalle Street 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/ 10/22/2009 Date: **Total Attachments: 5** source=MD First LienTrademark Security Agreement#page1.tif source=MD First LienTrademark Security Agreement#page2.tif source=MD First LienTrademark Security Agreement#page3.tif source=MD First LienTrademark Security Agreement#page4.tif source=MD First LienTrademark Security Agreement#page5.tif

#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") dated as of October 16, 2009 is made by METALDYNE, LLC, METALDYNE CHASSIS PRODUCTS, LLC, METALDYNE TUBULAR COMPONENTS, LLC, and METALDYNE BSM, LLC (individually, "<u>Grantor</u>," and collectively, "<u>Grantors</u>"), in favor of WILMINGTON TRUST FSB, in its capacity as Collateral Agent (in such capacity, "<u>Grantee</u>") for the Secured Parties to the Security Agreement (as defined below).

Reference is made to the Security Agreement (the "Security Agreement") dated as of October 16, 2009, among MD Investors Corporation, Metaldyne, LLC, the Subsidiary Loan Parties, and Grantee, as Collateral Agent for the Secured Parties.

Pursuant to the Security Agreement, Grantors have granted to Grantee, for the benefit of Secured Parties, a security interest in the Collateral, including all right, title and interest of Grantors in, to and under the Trademarks (except for Excluded Assets), whether now owned or hereafter acquired, together with all goodwill associated therewith or symbolized thereby.

Accordingly, each Grantor and Grantee hereby agree as follows:

SECTION 1. <u>Defined Terms</u>. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Security Agreement.

SECTION 2. <u>Incorporation of the Security Agreement</u>. The Security Agreement and the terms and conditions thereof are hereby incorporated hereby in their entirety by this reference.

SECTION 3. Security Interest in Trademarks. As security for the payment and performance in full when due, of such Grantor's Obligations, each Grantor hereby grants to Grantee, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks (except for Excluded Assets), whether now owned or hereafter acquired, together with all goodwill associated therewith or symbolized thereby, including, without limitation: (i) the trademark registrations and trademark applications for registration set forth on Schedule A attached hereto, together with all goodwill associated therewith or symbolized thereby, and (ii) all income, royalties and payments accrued, due or payable now or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or dilution thereof, with the right to sue for, and collect the same.

SECTION 4. <u>Counterparts</u>. This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. This Trademark Security Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to Grantee and a counterpart hereof shall have been executed on behalf of Grantee. Delivery of an executed signature page to this Trademark Security Agreement by

K&E 15613857.

facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 5. <u>Governing Law</u>. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

2

K&E 15613857.

IN WITNESS WHEREOF, each Grantor and Grantee have duly executed this Trademark Security Agreement as of the day and year first above written.

Metaldyne, LLC

by

Yerry Juasalin Name: Terry Iwasaki

Title: Vice President and Chief Financial

Officer

Metaldyne Chassis Products, LLC

by

Jerry Jwasaki Name: Terry Iwasaki

Title: Vice President and Chief Financial

Officer

Metaldyne Tubular Components, LLC

by

Name: Terry Iwasaki

Title: Vice President and Chief Financial

Officer

Metaldyne BSM, LLC

by

Name: Terry Iwasaki

Title: Vice President and Chief Financial

Lerry Swasher

Officer

SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT

WILMINGTON TRUST FSB, as Collateral Agent,

by .

Name: Renee Kuhl

Title: Assistant Vice President

SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT

## SCHEDULE A

## **TRADEMARKS**

Trademark	Serial No./ Filing Date	Registration No./ Registration Date	Owner
AMCOR	74/133080	1671683	METALDYNE,
	1/24/1991	1/14/1992	LLC
DYNATURN	78/212728 2/10/2003	3060849 2/21/2006	METALDYNE CHASSIS PRODUCTS, LLC
HS150	78/349156	3056356	METALDYNE,
	1/8/2004	1/31/2006	LLC
METALDYNE	76/184235	3023982	METALDYNE,
	12/21/2000	12/6/2005	LLC
METALDYNE	76/184237	3023984	METALDYNE,
	12/21/2000	12/6/2005	LLC
METALDYNE	76/184236	3023983	METALDYNE,
	12/21/2000	12/6/2005	LLC

K&E 15613857.

**RECORDED: 10/22/2009**