

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination of Security Interest in Trademarks recorded at Reel 003040/Frame 0690		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, National Association, as First Lien Collateral Agent		10/29/2009	National Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Defiance, Inc.		
<b>Street Address:</b>	28271 Cedar Park Blvd.		
<b>City:</b>	Perrysburg		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43551		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2401234	DEFIANCE TOOLING SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)475-4754		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie S. Kann		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	33022-00273		
<b>NAME OF SUBMITTER:</b>	Stephanie S. Kann		

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**TRADEMARK  
 REEL: 004102 FRAME: 0527**

Signature:	/stephanie s. kann/
Date:	11/24/2009
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## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of OCTOBER 29, 2009, is made by Bank of America, National Association, as First Lien Collateral Agent (the "Secured Party").

**WHEREAS**, Defiance, Inc. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks");

**WHEREAS**, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on March 7, 2005 at Reel 003040 and Frame 0690; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest in certain Trademarks identified on Schedule A attached hereto.

**NOW, THEREFORE**, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of Grantor's Trademarks identified on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark identified on Schedule A; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark identified on Schedule A or (ii) injury to the goodwill associated with any Trademark identified on Schedule A.

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**IN WITNESS WHEREOF**, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

BANK OF AMERICA, NATIONAL ASSOCIATION,  
as First Lien Collateral Agent

By: Mollie S. Canup  
Name: MOLLIE S. CANUP  
Title: VICE PRESIDENT

**Schedule A**

Mark	Application No.	Registration No.
DEFIANCE TOOLING SYSTEMS	75477997	2401234