

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metaldyne Chassis Products, LLC		12/08/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services, Inc.), as agent		
Street Address:	201 Merritt 7		
Internal Address:	Main Avenue		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77121142	MSS	
Serial Number:	78212728	DYNATURN	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-2533		
Email:	jbalcita@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	Jeffrey P. Balcita		
Address Line 2:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09631.009137		
NAME OF SUBMITTER:	Jeffrey P. Balcita		

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TRADEMARK
REEL: 004110 FRAME: 0616

Signature:	/Jeffrey P. Balcita/
Date:	12/09/2009
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 8th day of December, 2009, by METALDYNE CHASSIS PRODUCTS, LLC, a Delaware limited liability company ("Grantor"), in favor of GE BUSINESS FINANCIAL SERVICES INC. (formerly known as Merrill Lynch Business Financial Services Inc.), in its capacity as administrative agent for the Lenders party to the Credit agreement (defined below) (in such capacity, the "Administrative Agent" or "Grantee"):

WITNESSETH

WHEREAS, Grantor, Diversified Machine, Inc. ("DMI"), Diversified Machine Bristol, Inc. ("Bristol"), Diversified Machine Montague, Inc. ("Montague"), Diversified Machine, Milwaukee LLC ("Milwaukee" and, together with Grantor, DMI, Bristol and Montague, collectively the "Borrowers" and each a "Borrower"), the Administrative Agent and the lenders from time to time party thereto (the "Lenders") are parties to that certain Amended and Restated Credit Agreement, dated as of February 14, 2007 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), which provides, among other things, for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement, dated as of February 14, 2007, among Borrowers, UC Holdings, Inc., Mexico Products I, LLC and the Administrative Agent (as amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby affirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing and hereafter created, acquired or arising:

- (i) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.

3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of this Agreement by facsimile transmission or by electronic mail in PDF form shall be as effective as delivery of a manually executed counterpart hereof.

5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signatures continue on the following pages]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above

METALDYNE CHASSIS PRODUCTS, LLC

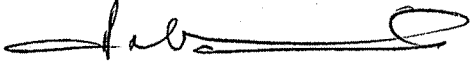
By: Shankar Kim
Name: SHANKAR KIM
Its: CEO

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004110 FRAME: 0620

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.
(formerly known as Merrill Lynch Business
Financial Services Inc.),
as Administrative Agent and Grantee



By: Amir Moinuddin.
Its Duly Authorized Signatory

Schedule 1

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>App. No.</u>	<u>Filing Date</u>
MSS			77/121,142	3/2/2007
DYNATURN	3060849	2/21/06	78/212,728	2/10/03