

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
METALDYNE CHASSIS PRODUCTS, LLC		12/11/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CARLYLE STRATEGIC PARTNERS, L.P.		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77121142	MSS	
<b>Serial Number:</b>	78212728	DYNATURN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins, c/o Julie Dalke		
<b>Address Line 1:</b>	650 Town Center Dr, 20th floor		
<b>Address Line 2:</b>	042871-0003		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	042871-0003		
<b>NAME OF SUBMITTER:</b>	Adam Kummins		
<b>Signature:</b>	/Adam Kummins/		

OP \$65.00 77121142

**900151251**

**TRADEMARK  
 REEL: 004124 FRAME: 0580**

Date:

01/05/2010

Total Attachments: 5

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The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby are subject to, and are subordinate in the manner and to the extent set forth in, that certain Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the "Intercreditor Agreement") dated as of November 18, 2005 among GE Business Financial Services, Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), acting in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, is referred to herein as the "First Lien Agent") on behalf of the First Lien Creditors (as defined therein), the First Lien Lenders (as defined therein) and Carlyle Strategic Partners, L.P., acting in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, is referred to herein as the "Second Lien Agent") on behalf of the Second Lien Creditors (as defined therein); and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement.

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 11th day of December, 2009, by METALDYNE CHASSIS PRODUCTS, LLC, a Delaware limited liability company ("Grantor"), in favor of CARLYLE STRATEGIC PARTNERS, L.P., 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, Diversified Machine, Inc. ("Borrower"), the Administrative Agent and the lenders from time to time party thereto (the "Lenders") are parties to that certain Credit Agreement, dated as of November 18, 2005 (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 Borrower by Lenders;

WHEREAS, pursuant to a certain Guaranty, dated as of December 8, 2009, by Grantor and Mexico Products I, LLC ("Mexico Products") (as amended or otherwise modified from time to time, the "Guaranty"), Grantor has agreed to guaranty the Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of a certain Security Agreement, dated as of February 14, 2007, among Grantor, Mexico Products, Diversified Machine Bristol, Inc., Diversified Machine Montague, Inc. 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 Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty;

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 Kiro*                      
Name:                     *SHANKAR KIRO*                      
Its:                     *CEO*

Agreed and Accepted  
As of the Date First Written Above

CARLYLE STRATEGIC PARTNERS, L.P.,  
as Administrative Agent and Grantee

By:   
Its MANAGING DIRECTOR

*SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT*

**TRADEMARK**  
**REEL: 004124 FRAME: 0585**

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