

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	SECURITY INTEREST																
CONVEYING PARTY DATA																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Grede LLC</td> <td></td> <td>02/05/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Grede II LLC</td> <td></td> <td>02/05/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Grede Wisconsin Subsidiaries LLC</td> <td></td> <td>02/05/2010</td> <td>LIMITED LIABILITY COMPANY: WISCONSIN</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Grede LLC		02/05/2010	LIMITED LIABILITY COMPANY: DELAWARE	Grede II LLC		02/05/2010	LIMITED LIABILITY COMPANY: DELAWARE	Grede Wisconsin Subsidiaries LLC		02/05/2010	LIMITED LIABILITY COMPANY: WISCONSIN
Name	Formerly	Execution Date	Entity Type														
Grede LLC		02/05/2010	LIMITED LIABILITY COMPANY: DELAWARE														
Grede II LLC		02/05/2010	LIMITED LIABILITY COMPANY: DELAWARE														
Grede Wisconsin Subsidiaries LLC		02/05/2010	LIMITED LIABILITY COMPANY: WISCONSIN														
RECEIVING PARTY DATA																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>General Electric Capital Corporation</td> </tr> <tr> <td>Street Address:</td> <td>500 Monroe Street</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60661</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>		Name:	General Electric Capital Corporation	Street Address:	500 Monroe Street	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60661	Entity Type:	CORPORATION: DELAWARE				
Name:	General Electric Capital Corporation																
Street Address:	500 Monroe Street																
City:	Chicago																
State/Country:	ILLINOIS																
Postal Code:	60661																
Entity Type:	CORPORATION: DELAWARE																
PROPERTY NUMBERS Total: 3																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>77507591</td> <td>G</td> </tr> <tr> <td>Serial Number:</td> <td>77506160</td> <td>CASTING INTEGRITY</td> </tr> <tr> <td>Serial Number:</td> <td>77501845</td> <td>GREDE</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Serial Number:	77507591	G	Serial Number:	77506160	CASTING INTEGRITY	Serial Number:	77501845	GREDE				
Property Type	Number	Word Mark															
Serial Number:	77507591	G															
Serial Number:	77506160	CASTING INTEGRITY															
Serial Number:	77501845	GREDE															
CORRESPONDENCE DATA																	
<p>Fax Number: (404)572-5134</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: jhannon@kslaw.com</p> <p>Correspondent Name: James M. Hannon</p> <p>Address Line 1: 1180 Peachtree Street</p> <p>Address Line 2: King & Spalding LLP</p> <p>Address Line 4: Atlanta, GEORGIA 30309</p>																	

OP \$90.00 77507591

900154155

TRADEMARK
REEL: 004145 FRAME: 0642

ATTORNEY DOCKET NUMBER:	09637.233007
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	02/08/2010
<p>Total Attachments: 6 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 source=Trademark Security Agreement#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of February 5, 2010, is entered into among **GREDE LLC, GREDE II LLC, GREDE WISCONSIN SUBSIDIARIES LLC, and GENERAL ELECTRIC CAPITAL CORPORATION**, as agent for the Secured Parties (in such capacity, together with any successor agent, the "**Agent**").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of February 5, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among **GREDE LLC**, a Delaware limited liability company ("**Grede**"), **GREDE II LLC**, a Delaware limited liability company ("**Grede II**"), **GREDE WISCONSIN SUBSIDIARIES LLC**, a Wisconsin limited liability company ("**Grede Wisconsin**"), and together with Grede and Grede II, collectively, "**Borrowers**" and individually, a "**Borrower**", **GREDE HOLDINGS LLC**, a Delaware limited liability company ("**Holdings**"), the financial institutions party to the Credit Agreement from time to time as lenders (collectively, "**Lenders**"), and Agent, the Lenders have agreed to provide a credit facility to Borrowers;

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement, dated as of February 5, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Borrowers, the other Grantors listed on the signature pages thereof (the Borrowers and the Persons so listed being, collectively, the "**Grantors**"), and the Agent, to secure the prompt payment and performance of all Secured Obligations (as defined in the Security Agreement), each Grantor granted to the Agent a continuing security interest and Lien (as defined in the Credit Agreement) upon all personal property of such Grantor, whether tangible or intangible, (collectively referred to as the Collateral (as defined in the Security Agreement)), including the Trademark Collateral (as defined below), whether then owned or thereafter acquired, and wherever located; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants, mortgages, pledges and hypothecates to Agent a continuing security interest in and Lien upon the following, whether now owned or hereafter acquired, and wherever located (collectively, the “**Trademark Collateral**”):

(i) all United States, State and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) the goodwill of the business symbolized thereby, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill, (v) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof provided that the security interest granted under Section 2 hereof shall not attach to, and the term “Trademark Collateral” shall not include any applications for trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), only to the extent that the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of the trademarks matured from such application or rights hereunder and only until evidence of the use of such trademarks in commerce, as defined in 15 U.S.C. Section 1127, is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), following which filing all such applications shall automatically become Trademark Collateral.

Section 3. Security for Obligations

Section 3.1 of the Security Agreement is hereby incorporated herein and made a part hereof.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Termination

Upon the payment in full of the Secured Obligations, the cancellation or termination of the commitments and any other contingent obligation included in the Secured Obligations, and termination of this Agreement, the Agent shall execute, acknowledge, and deliver to the Grantors proper documents and instruments acknowledging the release of the Lien and security interest in the Trademark Collateral under this Agreement.

Section 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

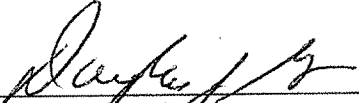
Section 7. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Agreement.

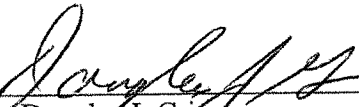
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first written above.

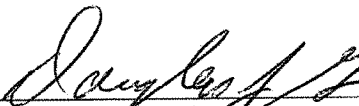
GREDE LLC,
as a Grantor

By: 
Name: Douglas J. Grimm
Title: President and CEO

GREDE II LLC,
as a Grantor

By: 
Name: Douglas J. Grimm
Title: President and CEO

GREDE WISCONSIN SUBSIDIARIES LLC,
as a Grantor

By: 
Name: Douglas J. Grimm
Title: President


ACCEPTED AND AGREED
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Joseph D. Catarina
Name: **Joseph D. Catarina**
Title: **Duly Authorized Signatory**

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

A. U.S. REGISTERED TRADEMARKS

Mark	Reg. #	Reg. Date	Serial #	Filing Date	Owner
	3,572,098	11/25/2008	77/507,591	6/25/2008	Grede Foundries, Inc.
CASTING INTEGRITY	3,569,730	2/3/2009	77/506,160	6/24/2008	Grede Foundries, Inc.

B. U.S. TRADEMARK APPLICATIONS

Mark	Serial #	Filing Date	Owner
GREDE	77/501,845	6/18/2008	Grede Foundries, Inc.

C. STATE TRADEMARK REGISTRATIONS

Mark	Reg. Date	Jurisdiction	Owner
BERLIN FOUNDRY	3/29/2006	Wisconsin	Citation Foundry Corporation