

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
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			
Name:	Bank of America, N.A.		
Street Address:	135 South LaSalle Street, 4th Floor		
Internal Address:	Mail Code IL4-135-04-25		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3572098	G	
Registration Number:	3569730	CASTING INTEGRITY	
Serial Number:	77501845	GREDE	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-735-3000		
Email:	kellie.weilbrenner@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Rebecca Silberberg, Esq.		

900155117

TRADEMARK
REEL: 004152 FRAME: 0046

CH \$90.00 3572098

Address Line 4: New York, NEW YORK 10036	
ATTORNEY DOCKET NUMBER:	401180/69
NAME OF SUBMITTER:	Rebecca Silberberg
Signature:	/Rebecca Silberberg/
Date:	02/19/2010
<p>Total Attachments: 6</p> <p>source=Trademark Security Agreement#page1.tif</p> <p>source=Trademark Security Agreement#page2.tif</p> <p>source=Trademark Security Agreement#page3.tif</p> <p>source=Trademark Security Agreement#page4.tif</p> <p>source=Trademark Security Agreement#page5.tif</p> <p>source=Trademark Security Agreement#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of February 05, 2010, is entered into among **GREDE LLC, GREDE II LLC, GREDE WISCONSIN SUBSIDIARIES LLC, and BANK OF AMERICA, N.A.**, 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 Loan and Guaranty Agreement, dated as of February 05, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan 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 Loan 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 Pledge and Security Agreement, dated as of February 05, 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 Loan 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 ILLINOIS 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.

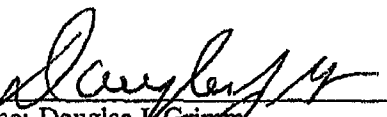
This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature 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 set forth above.

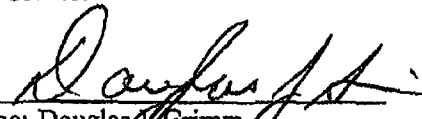
GREDE LLC,

as a Grantor

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

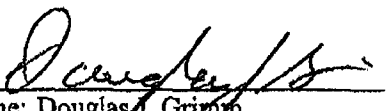
GREDE II LLC,

as a Grantor

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

GREDE WISCONSIN SUBSIDIARIES LLC

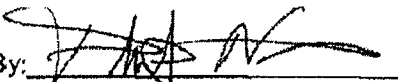
as a Grantor

By: 
Name: Douglas J. Grimm
Title: President

TRADEMARK SECURITY AGREEMENT

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By: 


Name: Philip Nomura

Title: Vice President

TRADEMARK SECURITY AGREEMENT

**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 LLC*
CASTING INTEGRITY	3,569,730	2/3/2009	77/506,160	6/24/2008	Grede LLC*

B. U.S. TRADEMARK APPLICATIONS

Mark	Serial #	Filing Date	Owner
GREDE	77/501,845	6/18/2008	Grede LLC*

C. STATE TRADEMARK REGISTRATIONS

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

* Title is in the process of being updated to reflect Grede LLC as the record owner.