

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks, Previously recorded at Reel 3395, Frame 0903		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc., as second lien administrative agent		06/30/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Precision Partners Holding Company		
Street Address:	90 Matawan Road		
Internal Address:	Suite 203		
City:	Matawan		
State/Country:	NEW JERSEY		
Postal Code:	07747		
Entity Type:	CORPORATION: DELAWARE		
Name:	Helio Precision Products, Inc.		
Street Address:	601 N. Skokie Highway		
City:	Lake Bluff		
State/Country:	ILLINOIS		
Postal Code:	60044		
Entity Type:	CORPORATION: ILLINOIS		
Name:	Mid State Machine Products		
Street Address:	83 Verti Drive		
City:	Winslow		
State/Country:	MAINE		
Postal Code:	04901		
Entity Type:	CORPORATION: MAINE		
Name:	Greenfield Tool & Manufacturing, Inc.		
Street Address:	c/o Precision Partners Holding Company		
Internal Address:	Suite 203, 90 Matawan Road		

OP \$215.00 1268864

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TRADEMARK  
 REEL: 004235 FRAME: 0622

City:	Matawan
State/Country:	NEW JERSEY
Postal Code:	07747
Entity Type:	CORPORATION: MICHIGAN

Name:	Motorwheel Commercial Vehicle Systems, Inc.
Street Address:	c/o Precision Partners Holding Company
Internal Address:	Suite 203, 90 Matawan Road
City:	Matawan
State/Country:	NEW JERSEY
Postal Code:	07747
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1268864	THE MID-STATE TOMBSTONE
Registration Number:	2553901	CENTRUCAST
Registration Number:	2480510	INTRA-CAST
Registration Number:	2823924	CENTRIFUSE LITE
Registration Number:	2906812	CENTRIFUSE
Registration Number:	1524390	MOTOR WHEEL
Serial Number:	78772960	PRIME PRECISION PRODUCTS
Serial Number:	78772954	PRIME PRECISION

#### CORRESPONDENCE DATA

Fax Number: (617)951-8736

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 617-951-8144

Email: eileen.sullivan@bingham.com

Correspondent Name: Eileen Sullivan

Address Line 1: Bingham McCutchen LLP

Address Line 2: One Federal Street

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	RELEASE 1268864
NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	07/01/2010

**TRADEMARK**

**REEL: 004235 FRAME: 0623**

Total Attachments: 4

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of June 30, 2010 ("Effective Date") in favor of Precision Partners Holding Company (the "Borrower") and certain of its subsidiaries (collectively with the Borrower, the "Grantors") by Lehman Commercial Paper Inc., as administrative agent (in such capacity the "Administrative Agent") under that certain Second Lien Guarantee and Collateral Agreement dated as of August 25, 2006 (the "Credit Agreement") among Precision Partners Inc., ("Holdings"), the Borrower, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), Lehman Brothers Inc., as advisor and sole lead arranger (in such capacity, the "Arranger"), and the Administrative Agent, and the other Secured Parties (as defined therein).

**WHEREAS**, the Grantors and the Administrative Agent entered into that certain Intellectual Property Security Agreement dated August 25, 2006 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement");

**WHEREAS**, pursuant to the Intellectual Property Security Agreement, each Grantor granted to the Administrative Agent a security interest in and to all of such Grantor's right, title and interest in and to all Trademarks (as defined therein), including, without limitation, each trademark registration and application set forth on Schedule A hereto (collectively, the "Trademark Collateral");

**WHEREAS**, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office (the "PTO") on September 23, 2006, at Trademark Reel 3395, Frame 0903;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby, without representation, warranty or recourse: (i) terminates, cancels and releases any and all security interests it has in or against the Trademark Collateral, and (ii) re-assigns any right, title and interest it may have in, to and under the Trademark Collateral to Grantors.

The Administrative Agent shall, at Grantors' sole cost and expense, and without representation, warranty or recourse, take all further actions, and provide to Grantors, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release.

The Administrative Agent hereby authorizes the Grantors and their agents, attorneys and other designees to file this Release with the PTO.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

\* \* \* \* \*

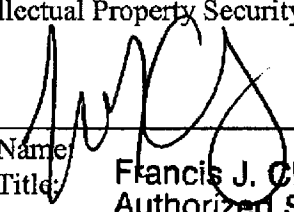
**IN WITNESS WHEREOF**, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**LEHMAN COMMERCIAL PAPER INC.**  
as Administrative Agent under the  
Intellectual Property Security Agreement

By: \_\_\_\_\_

Name

Title:

  
Francis J. Chang  
Authorized Signatory

**SCHEDULE A****Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
The Mid-State Tombstone	United States	73,287,579	11/28/1980	1,268,864	03/06/1984
CENTRUCAST	United States	76,044,697	05/10/2000	2,553,901	03/26/2002
CENTRUCAST	Mexico			Mexico, 645879	03/22/2000
INTRA-CAST	United States	75,664,949	03/22/1999	2,480,510	08/21/2000
CENTRIFUSE LITE	United States	76,431,976	07/15/2002	2,823,924	03/16/2004
CENTRIFUSE	United States	78,336,210	12/04/2003	2,906,812	11/30/2004
CENTRIFUSE	Canada			Canada, TMDA 54314	05/17/1932
CENTRIFUSE	United Kingdom			UK, 849030	05/14/1963
CENTRIFUSE	Germany			Germany, 806535	07/18/1965
CENTRIFUSE	Australia			Australia, A180206	
CENTRIFUSE	Italy			Italy, 455110	11/10/1986
CENTRIFUSE	Brazil			Brazil, 006295894	
CENTRIFUSE	Venezuela			Venezuela, P196045	
MOTOR WHEEL	United States	73,687,943	10/05/1987	1,524,390	02/14/1989
Helio Logo	United States			Common Law Trademark	N/A
Prime Precision Products	United States	78/772,960			12/14/2005
Prime Precision	United States	78/772,954			12/14/2005