TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Precision Holding LLC		06/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
Precision Partners Holding Company		06/30/2010	CORPORATION: DELAWARE
Mid State Machine Products		06/30/2010	CORPORATION: MAINE
Greenfield Tool & Manufacturing, Inc.		06/30/2010	CORPORATION: MICHIGAN
Galaxy Industries Corporation		06/30/2010	CORPORATION: MICHIGAN
General Automation, Inc.		06/30/2010	CORPORATION: ILLINOIS
Nationwide Precision Products Corp.		06/30/2010	CORPORATION: NEW YORK
Gillette Machine & Tool Co., Inc.		06/30/2010	CORPORATION: NEW YORK
Motorwheel Commercial Vehicle Systems, Inc.		06/30/2010	CORPORATION: DELAWARE
Motorwheel Commercial Vehicle Systems Mexico, Inc.		06/30/2010	CORPORATION: DELAWARE
Helio Precision Products, Inc.		06/30/2010	CORPORATION: ILLINOIS
Frisby Acquisition, LLC		06/30/2010	LIMITED LIABILITY COMPANY: ILLINOIS
Berkshire Industries, Inc.		06/30/2010	CORPORATION: MASSACHUSETTS
Cannon Automotive Solutions-Bowling Green, Inc.		06/30/2010	CORPORATION: DELAWARE

OP $365.00 1268864

RECEIVING PARTY DATA

Name:	CIT Capital USA Inc., as administrative agent
Street Address:	CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1268864	THE MID-STATE TOMBSTONE
Registration Number:	2553901	CENTRUCAST
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
Serial Number:	77466878	PRECISION PARTNERS
Serial Number:	77431605	CENTRUCAST
Serial Number:	77260181	INTRA-CAST
Serial Number:	77629368	NATIONWIDE PRECISION PRODUCTS
Serial Number:	77629379	NPP
Serial Number:	77448198	PRECISION STEEL WHEELS
Serial Number:	77448204	CENTRISET

CORRESPONDENCE DATA

Fax Number: (617)951-8736

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

Phone: 617-951-8000

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:	RESTATED1268864
NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	07/02/2010

Total Attachments: 11

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2010 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of CIT Capital USA Inc., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Precision Holding LLC, a Delaware limited liability company ("Holdings"), Precision Partners Holding Company, a Delaware corporation (the "Borrower"), and The Electromac Group Inc., a corporation amalgamated under the laws of the province of Ontario ("Electromac") have entered into a Second Amended and Restated Credit Agreement, dated as of June 30, 2010 (as amended, supplemented, replaced or modified from time to time, the "Credit Agreement") with the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), CIT Financial Ltd., as Canadian agent (in such capacity, the "Canadian Agent"), and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, certain Lenders, the Borrower, and the Administrative Agent (as assignee of Lehman Commercial Paper, Inc.) are parties to that certain Amended and Restated Guarantee and Collateral Agreement dated as of June 30, 2010, by and between Holdings, the Borrower and certain of its subsidiaries in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, Precision Partners Inc., the Borrower and certain of its subsidiaries have entered into that certain Intellectual Property Security Agreement, dated as of August 25, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the "Original Intellectual Property Security Agreement"), in favor of the Administrative Agent;

WHEREAS, the Grantors now wish to amend and restate the Original Intellectual Property Security Agreement for the benefit of the Administrative Agent;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent, for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

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(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, and other indicia of origin or source identification, all trademark and service mark registrations and all applications for trademark or service mark registrations and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue, or otherwise recover, for any and all past, present and future infringements, dilutions, and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all United States, foreign, and multinational patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, (iii) all inventions and improvements described and claimed therein, (iv) the right to sue, or otherwise recover, for any and all past, present and future infringements and other violations thereof, (v) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringement thereof), and (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present, and future infringements or other violations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights"); and

(d) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks, and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

SECTION 6. The foregoing security interest shall terminate upon termination of the Guarantee and Collateral Agreement and full and final payment of the obligations of the Grantor thereunder.

SECTION 7. Transitional Arrangements. This Intellectual Property Security Agreement shall amend and restate in its entirety the Original Intellectual Property Security Agreement on the date hereof. On the date hereof, all of the rights and obligations of the respective parties under the Original Intellectual Property Security Agreement shall be subsumed within and governed by this Intellectual Property Security Agreement; provided, that the provisions of the Original Intellectual Property Security Agreement shall remain in full force and effect prior to the date hereof.

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IN WITNESS WHEREOF, each of the undersigned has caused this Amended and Restated Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

PRECISION HOLDING LLC

By: _____
Name: Gary Masse
Title: Chief Executive Officer

PRECISION PARTNERS HOLDING COMPANY

By: _____
Name:
Title:

MID STATE MACHINE PRODUCTS

By: _____
Name:
Title:

GREENFIELD TOOL & MANUFACTURING, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Amended and Restated Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

PRECISION HOLDING LLC

By:_____
Name:
Title:

PRECISION PARTNERS HOLDING COMPANY

By:_____
Name: Robert J. Vander Meulen
Title: Senior Vice President & Chief Financial Officer

MID STATE MACHINE PRODUCTS

By:_____
Name: Robert J. Vander Meulen
Title: Vice President

GREENFIELD TOOL & MANUFACTURING, INC.

By:_____
Name: Robert J. Vander Meulen
Title: Vice President

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GALAXY INDUSTRIES CORPORATION

By:_____
Name: Robert J. Vander Meulen
Title: Vice President

GENERAL AUTOMATION, INC.

By:_____
Name: Robert J. Vander Meulen
Title: Vice President

NATIONWIDE PRECISION PRODUCTS CORP.

By:_____
Name: Robert J. Vander Meulen
Title: Vice President

GILLETTE MACHINE & TOOL CO., INC.

By:_____
Name: Robert J. Vander Meulen
Title: Vice President

MOTORWHEEL COMMERCIAL VEHICLE SYSTEMS, INC.

By:_____
Name: Robert J. Vander Meulen
Title: Vice President

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MOTORWHEEL COMMERCIAL VEHICLE SYSTEMS MEXICO, INC.

By:_____
Name: Robert J. Vander Meulen
Title: Vice President

HELIO PRECISION PRODUCTS, INC.

By:_____
Name: Robert J. Vander Meulen
Title: Vice President

FRISBY ACQUISITION, LLC

By:_____
Name: Robert J. Vander Meulen
Title: Vice President

BERKSHIRE INDUSTRIES, INC.

By:_____
Name: Robert J. Vander Meulen
Title: Vice President

CANNON AUTOMOTIVE SOLUTIONS-BOWLING GREEN, INC.

By:_____
Name: Robert J. Vander Meulen
Title: Vice President

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Schedule 1

Patents

Patent	Current Entity	Country	Application Number	Application Date	Patent Number	Issue Date
Composite Brake Drum	Motorwheel Commercial Vehicle Systems, Inc.	United States	88,218,867	07/14/1988	4,858,731	08/22/1989
Method of Making a Brake Drum Ring	Motorwheel Commercial Vehicle Systems, Inc.	United States	99,364,781	07/30/1999	6,148,498	11/21/00
Composite Brake Drum with Improved Locating Means for Reinforcement Assembly	Motorwheel Commercial Vehicle Systems, Inc.	United States	92,901,256	6/19/1992	5,285,874	02/15/94
Composite Brake Drum with Improved Locating Means for Reinforcement Assembly	Motorwheel Commercial Vehicle Systems, Inc.	Mexico			Mexico, 182954	
Composite Brake Drum with Improved Locating Means for Reinforcement Assembly	Motorwheel Commercial Vehicle Systems, Inc.	United States	90,628,464	12/17/1990	5,115,891	05/26/1992
Composite Brake Drum with Improved Locating Means for Reinforcement Assembly	Motorwheel Commercial Vehicle Systems, Inc.	Mexico			Mexico, 176999	
Gray Iron Composition and Brake Components Formed Thereof	Motorwheel Commercial Vehicle Systems, Inc.	United States	97,992,781	12/17/1997	5,948,353	09/07/1999
Gray Iron Composition and Brake Components Formed Thereof	Motorwheel Commercial Vehicle Systems, Inc.	Mexico			Mexico, 208382	
Composite Brake Drum	Motorwheel Commercial Vehicle Systems, Inc.	United States	98,222,211	12/29/1998	6,241,056	06/05/2001
Process for Manufacturing a Vehicle Brake Drum	Motorwheel Commercial Vehicle Systems, Inc.	United States	91,764,729	09/24/1991	5,138,757	08/18/1992
Composite Brake Drum Having a Balancing Skirt	Motorwheel Commercial Vehicle Systems, Inc.	United States	98,222,511	12/29/1998	6,206,150	03/27/2001
Brake Drum Manufacture	Motorwheel Commercial Vehicle Systems, Inc.	United States	93,125,673	09/23/1993	5,345,672	09/13/94

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Patent	Current Entity	Country	Application Number	Application Date	Patent Number	Issue Date
Heat Treated Valve Guide with Very High Alloy Content for Extreme Wear Applications	Helio Precision Products, Inc.	United States	200553395	02/08/05	7628870	12/08/09
Method of making Valve Guide having Textured External Surface	Helio Precision Products, Inc.	United States	2004819878	04/07/04	7198554	04/03/07
Method of Making Valve Guide of Powder Metal Compact Produced to Have Uniform Density and Hardness	Helio Precision Products, Inc.	Europe	05105597.8	06/23/2005	1629908	09/17/2009

Patent Applications

Patent	Current Owner	Country	Application Number	Application Date
Gray Iron Composition and Brake Components Formed Thereof	Motorwheel Commercial Vehicle Systems, Inc.	Canada	Canada 2,275,441	12/18/1997
Method of Making Valve Guide Having Textured External Surface	Helio Precision Products, Inc.	Europe	Europe, 05101720.0	04/03/2005
Valve Rotator Assembly	Helio Precision Products, Inc.	United States	12/326.379	01/29/09

Trademarks

Mark	Current Entity	Country	Application Number	Filing Date	Registration Number	Registration Date
The Mid-State Tombstone (word and design)	Mid State Machine Products	United States	73,287,579	11/28/1980	1,268,864	03/06/1984
CENTRUCAST (word only)	Motorwheel Commercial Vehicle Systems, Inc.	United States	76,044,697	05/10/2000	2,553,901	03/26/2002
CENTRUCAST		Mexico			Mexico, 645879	03/22/2000
CENTRIFUSE LITE (word only)	Motorwheel Commercial Vehicle Systems, Inc.	United States	76,431,976	07/15/2002	2,823,924	03/16/2004
CENTRIFUSE (block letters)	Motorwheel Commercial Vehicle Systems, Inc.	United States	78,336,210	12/04/2003	2,906,812	11/30/2004
CENTRIFUSE		Canada			Canada, TMDA 54314	05/17/1932

Mark	Current Entity	Country	Application Number	Filing Date	Registration Number	Registration Date
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 WHEELS (word only)	Motorwheel Commercial Vehicle Systems, Inc.	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	Precision Partners Holding Company	United States	78/772,960			12/14/2005
Prime Precision	Precision Partners Holding Company	United States	78/772,954			12/14/2005
PRECISION PARTNERS (block letters)	Motorwheel Commercial Vehicle Systems, Inc.	United States	77466878	05/06/08		
CENTRUCAST (block letters)	Motorwheel Commercial Vehicle Systems, Inc.	United States	77431605	03/26/08		
INTRA-CAST	Motorwheel Commercial Vehicle Systems, Inc.	United States	77260181	08/21/07		
NATIONWIDE PRECISION PRODUCTS (block letters)	Nationwide Precision Products Corp.	United States	77629368	12/09/08		
NPP (block letters)	Nationwide Precision Products Corp.	United States	77629379	12/09/08		
PRECISION STEEL WHEELS	Motorwheel Commercial Vehicle Systems, Inc.	United States	77/448,198	04/15/08		
CENTRISET	Motorwheel Commercial Vehicle Systems, Inc.	United States	77/448,208	04/15/08		
AP Precision Aeropower & Design	Precision Partners Holding Company	European Union	006569008	01/10/08		

Mark	Current Entity	Country	Application Number	Filing Date	Registration Number	Registration Date
AP Precision Aeropower & Design	Precision Partners Holding Company	United Kingdom	2476629	01/10/08		
AP Precision Aeropower & Design	Precision Partners Holding Company	China		12/27/07		
HELIO	Helio Precision Products, Inc.		Common Law Trademark	N/A	Not Registered	
HELIO PRECISION PRODUCTS	Helio Precision Products, Inc.		Common Law Trademark	N/A	Not Registered	
GAI	General Automation, Inc.		Common Law Trademark	N/A	Not Registered	
GENERAL AUTOMATION	General Automation, Inc.		Common Law Trademark	N/A	Not Registered	
FRISBY	Frisby Acquisition, LLC		Common Law Trademark	N/A	Not Registered	
FRISBY PRECISION MACHINED PRODUCTS	Frisby Acquisition, LLC		Common Law Trademark	N/A	Not Registered	