

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
Accuride Corporation		07/29/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Notes Priority Collateral Agent
Street Address:	60 Wall Street
Internal Address:	MS NYC60-271 0
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	981871	ACCU-FORGE
Registration Number:	3583730	ACCU-LITE
Registration Number:	698057	ACCU-RIDE
Registration Number:	912540	ACCU-RIDE
Registration Number:	2900510	ACCU-SHIELD
Registration Number:	702487	COMMANDER
Registration Number:	759558	DUPLEX
Serial Number:	76695268	HIGHWAY ORIGINAL
Serial Number:	76695267	HIGHWAY ORIGINAL
Registration Number:	988254	RADIAL COMMANDER
Registration Number:	3680117	STATESMAN
Registration Number:	1300461	WHEEL-GUARD

CORRESPONDENCE DATA

900168216

**TRADEMARK
 REEL: 004251 FRAME: 0202**

CH \$315.00 981871

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ATTORNEY DOCKET NUMBER:	217730/2297
NAME OF SUBMITTER:	Alvaro Arce
Signature:	/alvaro arce/
Date:	07/30/2010

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of July 29, 2010, is made by the grantor listed on the signature page hereof (the “Grantor”) in favor of Deutsche Bank Trust Company Americas (“DBTCA”), as Notes Priority Collateral Agent (the “Notes Priority Collateral Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Accuride Corporation, a Delaware corporation, has entered into the Indenture dated as of July 29, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), with each Guarantor (as defined in the Indenture), Wilmington Trust FSB, as trustee, and DBTCA, as notes priority collateral agent, paying agent, registrar and transfer agent.

WHEREAS, as a condition precedent to the issuance of the Notes under the Indenture, the Grantor has executed and delivered that certain Security Agreement dated as of July 29, 2010 made by the Grantor and the other grantors in favor of the Notes Priority Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”). Terms defined in the Indenture or the Security Agreement and not otherwise defined herein are used herein as therein defined.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Notes Priority Collateral Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

Section 1. Grant of Security. The Grantor hereby grants to the Notes Priority Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of its right, title and interest in and to the following (the “Collateral”):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit B to the Security Agreement (an “IP Security Agreement Supplement”), executed and delivered by the Grantor to the Notes Priority Collateral Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “Patents”);

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by IP Security Agreement Supplements executed and

delivered by the Grantor to the Notes Priority Collateral Agent from time to time) and all goodwill associated therewith (the "Trademarks");

(iii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents and Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of the foregoing.

Section 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Note Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Notes Priority Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

ACCURIDE CORPORATION,
as a Grantor

By: 
Name: Stephen A. Martin
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

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SCHEDULE A
TO THE INTELLECTUAL
PROPERTY SECURITY AGREEMENT

Accuride Corporation
U.S. Patents

Title	Patent No./ App. No.	Patent Date/ App. Date	Owner	Status
Vehicle Wheel	5,772,288	6/30/1998	Accuride Corporation	Issued
Method of Making a Vehicle Wheel	6,029,351	2/29/2000	Accuride Corporation	Issued
Method of Manufacturing a Full-Faced Steel Vehicle Wheel	6,073,347	6/13/2000	Accuride Corporation	Issued
Full Faced Steel Vehicle Wheel and Method of Manufacture	6,193,321	2/27/2001	Accuride Corporation	Issued
Vehicle Wheel (design)	D502,908	3/15/2005	Accuride Corporation	Issued
Vehicle Wheel (design)	D504,378	4/26/2005	Accuride Corporation	Issued
Vehicle Wheel (design)	D521,918	5/30/2006	Accuride Corporation	Issued
Vehicle Wheel (design)	D521,919	5/30/2006	Accuride Corporation	Issued
Front Face of a Vehicle Wheel (Single-Groove Design)	(29/357,554)	3/12/2010	Accuride Corporation	Pending
Front Face of a Vehicle Wheel (Six-Groove Design)	(29/357,555)	3/12/2010	Accuride Corporation	Pending
Front Face of a Vehicle Wheel (Ten-Groove Design)	(29/357,556)	3/12/2010	Accuride Corporation	Pending
Front Face of a Vehicle Wheel (Ten-Groove Design w/o CTI Features)	(29/357,557)	3/12/2010	Accuride Corporation	Pending

Accuride Corporation
U.S. Trademarks

Trademark	Reg. No./ App. No.	Reg. Date/ App. Date	Owner	Status
Accu-Forge	981,871	4/8/1974	Accuride Corporation	Registered
Accu-Lite	3,583,730	3/3/2009	Accuride Corporation	Registered
Accu-Ride	698,057	5/24/1960	Accuride Corporation	Registered
Accu-Ride	912,540	6/8/1971	Accuride Corporation	Registered
Accu-Shield	2,900,510	11/2/2004	Accuride Corporation	Registered

Commander	702,487	8/9/1960	Accuride Corporation	Registered
Duplex	759,558	11/5/1963	Accuride Corporation	Registered
Highway Original	(76/695,268)	(1/12/2009)	Accuride Corporation	Pending
Highway Original & Design	(76/695,267)	(1/12/2009)	Accuride Corporation	Pending
Radial Commander	988,254	7/16/1974	Accuride Corporation	Registered
Statesman	3,680,117	9/8/2009	Accuride Corporation	Registered
Wheel-Guard	1,300,461	10/16/1984	Accuride Corporation	Registered