## TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest/First Lien Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as collateral agent		05/18/2011	CORPORATION: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	Metaldyne, LLC
Street Address:	47659 Halyard Drive
City:	Plymouth
State/Country:	MICHIGAN
Postal Code:	48170
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3056356	HS150
Registration Number:	3023982	METALDYNE
Registration Number:	3023983	METALDYNE
Registration Number:	3023984	METALDYNE

### **CORRESPONDENCE DATA**

Fax Number: (212)354-8113

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

Phone: 2128198200

Email: fcutajar@whitecase.com

Correspondent Name: White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patents & Trademarks

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1111779-2057

TRADEMARK REEL: 004551 FRAME: 0323 \$115.00 3056356

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NAME OF SUBMITTER:	Frances B. Cutajar	
Signature:	/Frances B. Cutajar/	
Date:	05/31/2011	
Total Attachments: 3 source=ReleaseOfFirstLienTrademarks#page1.tif source=ReleaseOfFirstLienTrademarks#page2.tif source=ReleaseOfFirstLienTrademarks#page3.tif		

TRADEMARK REEL: 004551 FRAME: 0324

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of May 18, 2011 ("Effective Date") by and between DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent for the Secured Creditors (as that term is defined in the Security Agreement) to the Security Agreement (as defined below) ("Collateral Agent"), and METALDYNE, LLC ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademarks Security Agreement by and among Grantor and Collateral Agent dated as of October 22, 2010 (the "<u>Trademark Security Agreement</u>"), Grantor granted to Collateral Agent a continuing security interest in and to (i) all right, title and interest of Grantor in, to and under the United States trademarks, trademark registrations and trademark applications (the "<u>Marks</u>") set forth on <u>Schedule A</u> attached hereto, (ii) all Proceeds (as that term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action for past, present, or future infringement of any of the Marks or unfair competition regarding the same (collectively, the "<u>Trademark Collateral</u>");

WHEREAS, Grantor and Collateral Agent entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Credit Agreement dated as of October 22, 2010 by and among MD Investors Corporation ("Holdings"), Metaldyne, LLC ("Borrower"), the Lenders (as that term is defined in the Credit Agreement) party thereto and the Administrative Agent (as that term is defined in the Credit Agreement) (the "Credit Agreement"), and pursuant to the terms and conditions of that certain Security Agreement as of the same date by and among Holdings, Borrower, the Subsidiary Credit Parties party thereto (including, without limitation, Grantor) and Collateral Agent (the "Security Agreement");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 27, 2010 at Reel 004304, Frame 0567;

WHEREAS, Grantor has paid all of its outstanding indebtedness, and fully performed all Obligations then due and payable, under the Credit Agreement and the Security Agreement; and

WHEREAS, the Collateral Agent wishes to release and restore all right, title and interest in and to the Trademark Collateral to the Grantor and to terminate any and all liens and encumbrances respecting such Trademark Collateral under the Trademark Security Agreement.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, discharges and releases, without any representation or warranty of any kind or nature, express or implied, any and all security interests it has against all Trademarks (as that term is defined in the Security Agreement) owned by the Grantor, including the Trademarks set forth on Schedule A attached hereto and the Trademark Collateral, in each case, and any proceeds, claims or goodwill associated with, or arising from, such Trademarks.

\* \* \* \* \*

NEWYORK 8146745 v5 (2K)

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

DEUTS	CHE BANK TRUST COMP	ANY AMERICAS
Name:	Enrique Landaeta	
Title:	Vice President	
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Name:	Erin Morrisse)	
Titler	Director	

[Signature Page to Metaldyne, LLC Trademarks Release]

# SCHEDULE A

# TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Country	Serial No.; Filing Date	Reg. No./ Reg. Date	Owner	Status
HS150	U.S. Federal	78/349156	3056356	Metaldyne, LLC	Registered
		1/8/2004	1/31/2006		
METALDYNE	U.S. Federal	76/184235	3023982	Metaldyne, LLC	Registered
		12/21/2000	12/6/2005		<u> </u>
METALDYNE	U.S. Federal	76/184236	3023983	Metaldyne, LLC	Registered
		12/21/2000	12/6/2005		
METALDYNE	U.S. Federal	76/184237	3023984	Metaldyne, LLC	Registered
		12/21/2000	12/6/2005		

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**RECORDED: 05/31/2011** 

TRADEMARK REEL: 004551 FRAME: 0327