

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Surety Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Schuler Pressen GmbH		01/16/2012	COMPANY: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG		
<b>Street Address:</b>	Theodor-Heuss-Str.3		
<b>City:</b>	D-70174 Stuttgart		
<b>State/Country:</b>	GERMANY		
<b>Entity Type:</b>	CORPORATION: GERMANY		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2191779	RINGMASTER	
Registration Number:	1164356	BLISS	
Registration Number:	0884581	FORGEMASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	044098-0046		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Latham & Watkins LLP		

OP \$90.00 2191779

Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER: Anna T Kwan

Signature: /atk/

Date: 01/31/2012

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the *Trademark Security Agreement*) dated January 16, 2012, is made by the Person listed on the signature pages hereof (the *Grantor*) in favor of Deutsche Bank AG, as security agent (the *Security Agent*) for the Beneficiaries (as defined in the Security Agreement referred to below).

**WHEREAS**, the Borrowers, the Guarantors, the Mandated Lead Arrangers, Deutsche Bank AG as Security Agent and as Aval Agent, Landesbank Baden-Württemberg as Facility Agent (the *Facility Agent*) and the original Lenders are parties to a *Konsortial-Kreditvereinbarung* dated 8 November 2011 (the *Facility Agreement*). Terms defined in the Security Agreement referred to below and not otherwise defined herein are used herein as defined in the Security Agreement.

**WHEREAS**, pursuant to the Facility Agreement, the Grantor has executed and delivered an Amended and Restated Security Agreement, dated as of January 13, 2012, to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the *Security Agreement*).

**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 Security Agent for the benefit of the Beneficiaries, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States 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:

### GRANT OF SECURITY

1 The Grantor hereby grants to the Security Agent for the benefit of the Beneficiaries a security interest in all of the Grantor's right, title and interest in, to and under the following: (i) all trademarks, service marks domain names, and other source or business identifiers, whether registered or unregistered, all registrations and applications for registration thereof in the U.S. Patent and Trademark Office or in any office or agency of any State or Territory of the United States (but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or an Amendment to Allege Use in connection therewith, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable Federal law), whether currently in use or not, including all common law rights and registrations and applications for registration thereof, set forth in Annex I, and all rights therein provided by international treaties or conventions, all reissues, extensions and renewals of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of

the Grantor accruing thereunder or pertaining thereto (the *Trademarks*); (ii) any and all claims for damages or other relief for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages or other relief; and (iii) all proceeds of any and all of the foregoing.

#### **SECURITY FOR OBLIGATIONS**

2 The security interest in the Collateral granted by the Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing, 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.

#### **RECORDATION**

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

#### **EXECUTION IN COUNTERPARTS**

4 This Trademark 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.

#### **GRANTS, RIGHTS AND REMEDIES**

5 This Trademark 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 Security 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.


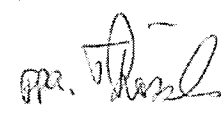
#### **GOVERNING LAW**

6 This Trademark Security Agreement shall be construed in accordance with, and this Trademark Security Agreement and all matters arising in connection therewith (whether in contract, tort or otherwise) shall be governed by, the law of the State of New York.

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

SCHULER PRESSEN GMBH

Date/Place: Göppingen / January 16, 2012

By:    
Name: Marco Palumbo      Thomas Rössler  
Title:

Address: Bahnhofstr. 41, D-73033 Göppingen, Germany

Telephone: +49 7161 66-1599

Facsimile: +49 7161 66-970

Attention: Marco Palumbo

SCHULER PRESSEN GMBH

Date/Place:

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

Name:

Title:

Address: Bahnhofstr. 41, D-73033 Göppingen, Germany

Telephone:

Facsimile:

Attention:

Accepted and Agreed:

**DEUTSCHE BANK AG,**  
**as Security Agent**

Date/Place: Stuttgart, January 16, 2012

By:

  
Name: **Brigitte Schira**




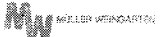

Title: Assitant Vice President

  
**Stephan Heß**

Assistant Vice President

# ANNEX I

## REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
United States	BCN TECHNICAL SERVICES	14-APR- 2009 79070443	3822020 20-JUL-2010	Registered
United States	MW CASTING TECHNOLOGY 	10-OCT- 2007 79046408	3496245 02-SEP-2008	Registered
United States	"BÊCHÉ" "Bêché"	14-JUN-2006 79033837	3405689 01-APR- 2008	Registered
United States	MÜLLER WEINGARTEN 	21-DEC- 2005 79024455	3265334 17-JUL-2007	Registered
United States	WEINGARTEN 	21-DEC- 2005 79021949	3283200 21-AUG- 2007	Registered
United States	MÜLLER – WEINGARTEN Müller - Weingarten	21-DEC- 2005 79022119	3318464 23-OCT- 2007	Registered
United States	MW MÜLLER WEINGARTEN 	21-DEC- 2005 79022120	3318465 23-OCT- 2007	Registered
United States	MW 	21-DEC- 2005 79022122	3318466 23-OCT- 2007	Registered
United States	RINGMASTER	30-SEP-1996 75174242	2191779 29-SEP-1998	Registered
United States	BLISS	23-JUL-1979 73224316	1164356 11-AUG- 1981	Registered
United States	FORGEMASTER	30-SEP-1968 72308431	0884581 20-JAN-1970	Registered