

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
Grede Holdings LLC		04/04/2012	LIMITED LIABILITY COMPANY: DELAWARE
Grede LLC		04/04/2012	LIMITED LIABILITY COMPANY: DELAWARE
Grede Wisconsin Subsidiaries LLC		04/04/2012	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77507591	G	
Serial Number:	77506160	CASTING INTEGRITY	
Serial Number:	77501845	GREDE	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5134		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jhannon@kslaw.com		
Correspondent Name:	James M. Hannon		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$90.00 77507591

TRADEMARK

ATTORNEY DOCKET NUMBER:	09637.233024
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	04/04/2012
<p>Total Attachments: 6 source=Grede Trademark SA#page1.tif source=Grede Trademark SA#page2.tif source=Grede Trademark SA#page3.tif source=Grede Trademark SA#page4.tif source=Grede Trademark SA#page5.tif source=Grede Trademark SA#page6.tif</p>	

The terms of this Agreement, any lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of April 4, 2012 (the "Intercreditor Agreement") among Bank of America, N.A., as Revolving Credit Administrative Agent, General Electric Capital Corporation, as Term Loan Administrative Agent, Grede LLC, Grede II LLC and Grede Wisconsin Subsidiaries LLC, as Borrowers, and the other Loan Parties signatory thereto, as amended from time to time. In the event of any conflict between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall supersede the provisions of this Agreement.

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of April 4, 2012, is entered into among **GREDE HOLDINGS LLC**, certain Subsidiaries of **GREDE HOLDINGS LLC** and **GENERAL ELECTRIC CAPITAL CORPORATION**, as agent for the Secured Parties (in such capacity, together with any successor agent, the "**Administrative Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Term B Loan Credit Agreement, dated as of April 4, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among **GREDE LLC**, a Delaware limited liability company, **GREDE II LLC**, a Delaware limited liability company, and certain of their respective Subsidiaries party to the Credit Agreement (the "**Borrowers**"), the lenders party thereto from time to time (collectively, "**Lenders**"), and the Administrative Agent, the Lenders have agreed to make certain term loans to Borrower on the Closing Date (as defined in the Credit Agreement);

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement, dated as of April 4, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Borrower, the other Grantors listed on the signature pages thereof (the Borrower and the Persons so listed being, collectively, the "**Grantors**"), and the Administrative Agent, each Grantor granted to the Administrative Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located, to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants to the Administrative Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "**Trademark Collateral**"):

(i) all United States, State and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) the goodwill of the business symbolized thereby, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill, (v) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof,

(ii) the goodwill of the business symbolized thereby,

(iii) all rights corresponding thereto throughout the world,

(iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill,

(v) all licenses, claims, damages, and proceeds of suit arising therefrom, and,

(vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof;

provided that the security interest granted under Section 2 hereof shall not attach to, and the term "Trademark Collateral" shall not include any applications for trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), only to the extent that the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of the trademarks matured from such application or rights hereunder and only until evidence of the use of such trademarks in commerce, as defined in 15 U.S.C. Section 1127, is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), following which filing all such applications shall automatically become Trademark Collateral.

Section 3. Security for Obligations

Section 3.1 of the Security Agreement is hereby incorporated herein and made a part hereof.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Termination

Upon the payment in full of the Secured Obligations, the cancellation or termination of the commitments and any other contingent obligation included in the Secured Obligations, and termination of this Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Agreement.

Section 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


Section 7. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Administrative Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Agreement.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.


GREDE HOLDINGS LLC,
as a Grantor

By: 
Name: Douglas J. Grimm
Title: President and CEO

GREDE LLC,
as a Grantor

By: 
Name: Douglas J. Grimm
Title: President and CEO

GREDE WISCONSIN SUBSIDIARIES LLC,
as a Grantor

By: 
Name: Douglas J. Grimm
Title: President and CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: Robert E. Kelly
Name: Robert E. Kelly
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

A. REGISTERED TRADEMARKS

Mark	Reg.No.	Reg.Date	App. No.	Record Owner	Jurisdiction
G (stylized & design)	3,572,098	2/10/2009	77/507,591	Grede LLC	U.S. Federal
CASTING INTEGRITY	3,569,730	2/3/2009	77/506,160	Grede LLC	U.S. Federal
GREDE	3,751,127	2/23/2010	77/501,845	Grede LLC	U.S. Federal
BERLIN FOUNDRY		3/29/2006		Grede Wisconsin Subsidiaries LLC	U.S. State - Wisconsin

B. TRADEMARK APPLICATIONS

None