

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT AND ASSUMPTION AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Motorwheel Commercial Vehicle Systems, Inc.		04/16/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Motorwheel Commercial Vehicle Systems Mexico, Inc.
<b>Street Address:</b>	c/o Precision Partners Holding Company, 3300 Oakton Street
<b>City:</b>	Skokie
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60076
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3838362	CENTRUCAST
Registration Number:	2553901	CENTRUCAST
Serial Number:	75457877	CENTRUCAST

**CORRESPONDENCE DATA**

Fax Number: 2125935955  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (212) 756-2336  
 Email: melissa.karp@srz.com  
 Correspondent Name: Melissa Karp  
 Address Line 1: Schulte Roth & Zabel, 919 Third Avenue  
 Address Line 4: New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	057908.0002
<b>NAME OF SUBMITTER:</b>	Melissa Karp

CH \$90.00 3838362

Signature:	/RS for MK/
Date:	05/29/2012
Total Attachments: 5 source=Motorwheel Asgn Assum Agt#page1.tif source=Motorwheel Asgn Assum Agt#page2.tif source=Motorwheel Asgn Assum Agt#page3.tif source=Motorwheel Asgn Assum Agt#page4.tif source=Motorwheel Asgn Assum Agt#page5.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement"), dated as of April 16, 2012, is made between Motorwheel Commercial Vehicle Systems, Inc., a Delaware corporation ("Assignor") and Motorwheel Commercial Vehicle Systems Mexico, Inc., a Delaware Corporation and/or its designee ("Assignee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, The Purchaser and Seller have entered into a Purchase Agreement, dated as of March 28, 2012 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Seller, all of the Shares (as defined in the Purchase Agreement) of Assignor;

WHEREAS, pursuant to the Purchase Agreement, the Seller will retain the respective businesses of the Assignee and Motorwheel Mincer Mexico, S.A. de C.V., a Sociedad Anonima de Capital Variable, organized under the laws of Mexico ("Mincer"); and

WHEREAS, pursuant to the Purchase Agreement, Purchaser and Seller have agreed that Assignor would assign, transfer, convey and deliver to Assignee, all of its right, title and interest in and to the Full Cast Intellectual Property (as defined in the Purchase Agreement), including, without limitation, the trademarks listed on Schedule A attached hereto (the "Trademarks");

NOW, THEREFORE, pursuant to the terms of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

Assignment and Assumption

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee, all of its right, title and interest in and to the Full Cast Intellectual Property, including without limitation the Trademarks, together with all goodwill and other intangible assets associated therewith and with the business or the portion of the business to which the Trademarks pertain (the "Transferred IP").
2. Acceptance and Assumption. The Assignee hereby accepts the assignment, transfer, conveyance and delivery of the Transferred IP.
3. Further Assurances. The Assignor and Assignee shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request and without further consideration, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Agreement.

4. Subject to the Purchase Agreement. This Agreement is being delivered pursuant to the Purchase Agreement. Notwithstanding any other provisions of this Agreement to the contrary, nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, expand, exceed or enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, or in general, any rights and remedies, and any of the obligations of Assignor set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. For the avoidance of doubt, it is expressly agreed that, after the Closing, except as may be provided in a separate written agreement between the Parties and except in the phase-out rights set forth in Section 2.08(g) of the Purchase Agreement, Assignor shall have no right, title or interest in or to the Transferred IP.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

6. Assignment and Binding Effect. A party may assign its rights and obligations under this Agreement to the extent provided under the Purchase Agreement. Subject to the foregoing, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the Assignee and Assignor.

7. Severability. Any portion of any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions (or portions of provisions) hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision (or portion thereof) in any other jurisdiction.

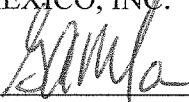
8. Headings. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

*[Remainder of page left intentionally blank.]*

IN WITNESS WHEREOF, the undersigned has duly executed and delivered the Agreement as of the date first above written.

ASSIGNEE:

MOTORWHEEL COMMERCIAL VEHICLE  
SYSTEMS MEXICO, INC.

By: 

Name: Gary Masse

Title: Director

IN WITNESS WHEREOF, the undersigned has duly executed and delivered the Agreement as of the date first above written.

ASSIGNOR:

MOTORWHEEL COMMERCIAL VEHICLE  
SYSTEMS, INC.

By: Robert S. McLean  
Name: Robert S. McLean  
Title: Vice President

**Schedule A**

The CENTRUCAST Trademark and the following registrations and applications therefor:

<b><u>MARK</u></b>	<b><u>Reg. No./Ser. No.</u></b>	<b><u>Country</u></b>
CENTRUCAST	3,838,362	United States
CENTRUCAST	2,553,901	United States
CENTRUCAST	75/457,877	United States
CENTRUCAST	645,879	Mexico

All other Intellectual Property rights solely pertaining to Assignor's and Mincer's full cast brake drum product line, including without limitation all such drawings, test data, qualification data and know-how.