

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	Security Agreement																				
CONVEYING PARTY DATA																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Waupaca Foundry, Inc.</td> <td></td> <td>06/29/2012</td> <td>CORPORATION: WISCONSIN</td> </tr> <tr> <td>Waupaca Foundry Holdings, Inc.</td> <td></td> <td>06/29/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>WF Global II B.V.</td> <td></td> <td>06/29/2012</td> <td>CORPORATION: NETHERLANDS</td> </tr> <tr> <td>WF Global III B.V.</td> <td></td> <td>06/29/2012</td> <td>CORPORATION: NETHERLANDS</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Waupaca Foundry, Inc.		06/29/2012	CORPORATION: WISCONSIN	Waupaca Foundry Holdings, Inc.		06/29/2012	CORPORATION: DELAWARE	WF Global II B.V.		06/29/2012	CORPORATION: NETHERLANDS	WF Global III B.V.		06/29/2012	CORPORATION: NETHERLANDS
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RECEIVING PARTY DATA																					
Name:	General Electric Capital Corporation, as Agent under the ABL Credit Agreement																				
Street Address:	299 Park Avenue, 3rd Floor																				
City:	New York																				
State/Country:	NEW YORK																				
Postal Code:	10171																				
Entity Type:	CORPORATION: DELAWARE																				
PROPERTY NUMBERS Total: 2																					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2197585</td> <td>W</td> </tr> <tr> <td>Registration Number:</td> <td>2195200</td> <td>WAUPACA</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Registration Number:	2197585	W	Registration Number:	2195200	WAUPACA											
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CORRESPONDENCE DATA																					
<p>Fax Number: <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 212-318-6493 Email: david.adams@thomsonreuters.com Correspondent Name: Robin Riley Address Line 1: 75 East 55th Street Address Line 2: Paul Hastings LLP Address Line 4: New York, NEW YORK 10022</p>																					
NAME OF SUBMITTER:	Robin Riley																				

OP \$65.00 2197585

Signature:	/david adams TR/
Date:	07/19/2012
Total Attachments: 8 source=Project Diamond Trademark Security Agmt (ABL) fully-executed with cover page#page1.tif source=Project Diamond Trademark Security Agmt (ABL) fully-executed with cover page#page2.tif source=Project Diamond Trademark Security Agmt (ABL) fully-executed with cover page#page3.tif source=Project Diamond Trademark Security Agmt (ABL) fully-executed with cover page#page4.tif source=Project Diamond Trademark Security Agmt (ABL) fully-executed with cover page#page5.tif source=Project Diamond Trademark Security Agmt (ABL) fully-executed with cover page#page6.tif source=Project Diamond Trademark Security Agmt (ABL) fully-executed with cover page#page7.tif source=Project Diamond Trademark Security Agmt (ABL) fully-executed with cover page#page8.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Waupaca Foundry, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Wisconsin
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation, as Agent *

Internal

Address: * under the ABL Credit Agreement

Street Address: 299 Park Avenue, 3rd Floor

City: New York

State: New York

Country: USA Zip: 10171

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) June 29, 2012

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule I.

B. Trademark Registration No.(s)

See attached Schedule I.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robin Riley

Internal Address: Paul Hastings LLP

Street Address: 75 East 55th Street

City: New York

State: NY Zip: 10022

Phone Number: 212-318-6493

Fax Number: 212-319-4090

Email Address: robinriley@paulhastings.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

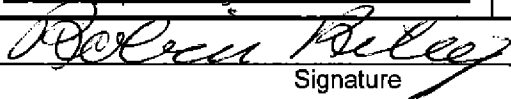
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

July 6, 2012

Date

Robin Riley

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Conveying Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
Waupaca Foundry Holdings, Inc.	Delaware	Corporation	USA – Delaware
WF Global II B.V.	Amsterdam	Corporation	The Netherlands
WF Global III B.V.	Amsterdam	Corporation	The Netherlands

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the ABL Credit Agreement, dated as of June 29, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Waupaca Foundry, Inc. (f/k/a Thyssenkrupp Waupaca, Inc.) (the "Borrower"), the other Credit Parties party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a ABL Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

WAUPACA FOUNDRY, INC. (f/k/a
THYSSENKRUPP WAUPACA, INC.),
as Grantor

By: *Gary M. Gigante*
Name: Gary Gigante
Title: President, CEO, COO

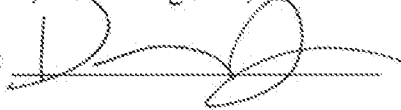
WAUPACA FOUNDRY HOLDINGS, INC.,
as Grantor

By: *Gary M. Gigante*
Name: Gary Gigante
Title: President

WF GLOBAL II B.V.,
as Grantor

By: WF Global I B.V., as sole director

By: WFL Holdings GP, Ltd.

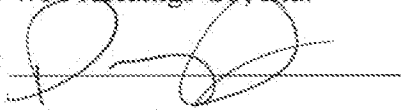
By: 

Name: David Shapiro
Title: Manager

WF GLOBAL III B.V.,
as Grantor

By: WF Global I B.V., as sole
director

By: WFL Holdings GP, Ltd.


By: 

Name: David Shapiro
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____


Name: Steven Flowers
Title: Duly Authorized Signatory

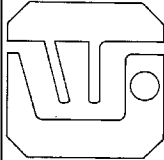
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ABL)]

TRADEMARK
REEL: 004825 FRAME: 0543

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
W and Design 	US Federal	75-307488 May 27, 1997	2,197,585 October 20, 1998	6, 40	Waupaca Foundry, Inc.	Registered
WAUPACA	US Federal	75-307493 May 27, 1997	2,195,200 October 13, 1998	6, 40	Waupaca Foundry, Inc.	Registered

2. TRADEMARK APPLICATIONS

None.